



WEST RAND DISTRICT MUNICIPALITY



TENDER DOCUMENT

FINANCE SERVICES DEPARTMENT: SUPPLY CHAIN MANAGEMENT

BID NO: WRDM/RPED/05/25-26

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR A PERIOD OF THREE (03) YEARS AS AND WHEN REQUIRED.

<p>West Rand District Municipality Cnr 6th and Park Street Private Bag X 033 Randfontein 1760 Tel: (011) 411 5000. Fax: (011) 412 3663 Website: www.wrdm.gov.za</p>	<p>Bidding enquiries Contact: Name: Mr. G Mandona Tel No.: (011) 411 5079 Fax No.: (011) 412 3663</p> <p>Technical enquiries Contact: Name: Technical: Mr. Teboho Moloji Tell No: (011) 411 5019</p>
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<p>Company Name:</p> <p>Contact Person:</p> <p>Tel No.: Fax No.: E-mail:.....</p> <p>Total Bid Offer (Inc. VAT.): R</p>

Proof of payment for the tender document must be attached as part of the tender submission.

**CLOSING DATE: 19 MARCH 2026
TIME: 11H00**



WEST RAND DISTRICT MUNICIPALITY



Suitably qualified service providers are hereby invited to submit proposals for the following:

Bid No.	Description	Evaluation Criteria	Closing Date & Time	Compulsory Briefing Session	Bid Enquiries
WRDM/RPED/05/25-26	Appointment of a Panel of Consulting Engineering Firms for a Period of Three (03) Years as and when required.	Administrative Compliance, Functionality and 80/20 Preferential Point System	19 March 2026 at 11:00am	Date: 05 March 2026 Time: 09h00 Venue: West Rand District Municipality, Randfontein (Bondesio Hall)	Technical Enquiries: Mr. Teboho Moloi Telephone No: (011) 411 5019 Email: TMoloi@wrdm.gov.za

Bid documents will be available from **18 February 2026, Time 08:30 until 15:00**, at the cashier's office, Municipal Building, Cnr 6th and Park street, Randfontein. A non-refundable of **R600.00** will be charged for a document issued or downloaded. **Proof of payment for the tender document must be attached as part of the tender submission.**

Submission of Tenders:

Tenders must be submitted not later than **11H00 on the 19 March 2026**. **Faxed emailed and late proposals will not be accepted.**

By hand: Bid documents and supporting documents must be placed in a sealed envelope clearly marked the „Bid number & Description respectively" , and be deposited in a bid box, on the Municipal Building, Cnr 6th and Park Street, Randfontein, 1760

By Post: To reach the Manager Supply Chain Management, Private Bag X033, Randfontein, 1760, in sufficient time for it to be placed in the Tender Box before closing time.

Opening of Tenders

Tenders will be opened in public at **11h00, 19 March 2026**

Bidders must take note of the following:

- ✓ Bids must only be submitted on the bid documentation provided by the West Rand District Municipality
- ✓ Persons in the service of the state are not allowed to bid; Attach Copy of ID document/s and Company registration certificate (CK)
- ✓ Recent Municipal Statement of account (not older than 3 months) for the company and all directors not in arrears for more than 90 days or lease agreement with a recent rental invoice/statement must be attached. Attention is drawn to the “Clearance Certificate for Municipal Account”. The Clearance Certificate must be completed by the Municipality where the business resides or the Landlord in case of a tenant. Lease agreement must also be attached and is the responsibility of the bidder to ensure that the “Clearance Certificate for Municipal Accounts” is completed in full and stamped by the landlord
- ✓ Attach copy of Tax Clearance Pin obtainable from SARS;
- ✓ Proof of registration with National Treasury Central Supplier Database;
- ✓ The bids will be evaluated and adjudicated in terms of Preferential Procurement Policy Framework, Act No.5 of 2000, Preferential Procurement Regulations 2022, West Rand District Municipality Preferential Procurement Policy and Supply Chain Management Policy of the West Rand District Municipality.
- ✓ Proof of payment for the tender document.
- ✓ A tender that fails to meet all the requirements stipulated in the tender documents will be unacceptable tender.

Bank Name	Standard Bank
Account Number	021307350
Branch Code	015851
Reference	Name of the Company

Enquiries

Supply Chain Matters can be directed to **Goitsemodimo Mandona, at Tel: (011) 411 5079**



WEST RAND DISTRICT MUNICIPALITY

MBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:	WRDM/RPED/05/25-26	CLOSING DATE:	19 MARCH 2026	CLOSING TIME:	11H00am
DESCRIPTION	APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR A PERIOD OF THREE (03) YEARS AS AND WHEN REQUIRED.				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS

CNR 6TH AND PARK STREET, RANDFONTEIN, 1760

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE	R
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SIGNATURE OF BIDDER	DATE
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CAPACITY UNDER WHICH THIS BID IS SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

DEPARTMENT	SCM	TECHNICAL INFORMATION MAY BE DIRECTED TO:	Infrastructure
CONTACT PERSON	Mr G Mandona	CONTACT PERSON	Mr. Teboho Moloji
TELEPHONE NUMBER	(011) 411 5079	TELEPHONE NUMBER	(011) 411 5019
E-MAIL ADDRESS	gmandona@wrdm.gov.za	E-MAIL ADDRESS	tmoloji@wrdm.gov.za

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



WEST RAND DISTRICT MUNICIPALITY



NOTES TO BIDDERS

Bidders are requested to take note of the following:

- Municipal Bidding Documents (MBD 1-9) provided by West Rand District Municipality must be completed in full and submitted with all the required returnable documents.
- The Bid Documents must not be re-typed or re-produced as it will constitute stealing.
- A fee of **R600.00** charged for bid document is non-refundable.
- Payments are to be made at the cashiers Municipal Building, WRDM.
- The closing time for this shall be **11h00 am** at the specified date on the advert
- **No late, faxed and e-mailed bids will be accepted.**
- All bidders must adhere to the terms and conditions of bid.
- Tax Clearance Pin Certificate obtainable from SARS must be attached; failure to do so will result to the bid being non-responsive.
- Recent Municipal Statement of account (not older than 3 months) for the **company and all directors** not in arrears for more than **90 days** or lease agreement with a recent rental invoice/statement must be attached. Attention is drawn to the “Clearance Certificate for Municipal Account”. The Clearance Certificate must be completed by the Municipality where the business resides or the Landlord in case of a tenant. Lease agreement must also be attached and is the responsibility of the bidder to ensure that the “Clearance Certificate for Municipal Accounts” is completed in full and stamped by the landlord.
- The Bid Documents must be signed by an individual who has the delegated powers to sign on behalf of the Company.
- Bidders are requested to verify that the company status is active with CIPC , attach copy of company registration certificates and copy(s) ID of company director(s) /member(s).
- Proof of registration with National Treasury Central Supplier database registration.
- Professional Indemnity Insurance (Min. R5 million).
- Offer to be valid for **90 working days** after the closing date of bid.
- Bid Document must be neatly bound and not be torn apart.

FAILURE TO ADHERE TO THESE NOTES WILL RESULT IN THE BIDDER BEING DECLARED AS “NON-RESPONSIVE”



**WEST RAND
DISTRICT MUNICIPALITY**



AUTHORITY FOR SIGNATORY

NAME OF ENTERPRISE:

DATE:

TO WHOM IT MAY CONCERN

It is hereby certified that Mr. /Ms.in his/her capacity as (Designation) is duly authorized to sign all documents submitted on behalf of (Name of company) in respect of the following tender:

BID NO: WRDM/RPED/05/25-26

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR A PERIOD OF THREE (03) YEARS AS AND WHEN REQUIRED.

Yours Sincerely,

.....
MD/CEO/ Company Secretary Etc.

Specimen Signature (Authorized Person):



WEST RAND DISTRICT MUNICIPALITY



DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

A Any bid will be rejected if:

Any municipal rates and taxes or municipal service charges owed by the bidder or any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months.

B Bid Information

- i. Name of bidder.....
- ii. Registration Number
- iii. Municipality where business is situated.....
- iv. Municipal account number for rates
- v. Municipal account number for water and electricity
- vi. Names of all directors, their ID numbers and municipal account number.

- 1.
- 2.....
- 3.....
- 4.....
- 5.....
- 6.....
- 7.....

C Documents to be attached.

- i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 months)
- ii. A copy of municipal accounts of all directors mentioned in B (vi) (Not older than 3 months)
- iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

.....
.....

Bidder's Signature

Date

CLEARANCE CERTIFICATE FOR MUNICIPAL ACCOUNTS

Section 38 (d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal services, rates and taxes are in arrears for more than 90 days.

The purpose of this form is to obtain proof that municipal services, rates and taxes of the service provider and director(s) are not in arrears for more than 90 days, with the relevant municipality / landlord in the municipal area where the director(s) resides and service provider conduct the business.

PART A -to be completed by the relevant municipality in the case where the service provider is the registered owner of the site / owner pays for municipal services / tenant pays for municipal services. Part A to be completed only in the event that prospective bidders do not receive municipal rates & taxes statements.

OR

PART B -to be completed by the landlord in the case where the service provider is renting the premises / rental paid by tenant include municipal services. Part B to be completed by the landlord only in the event that prospective bidder does not receive a rental invoice.

PART A (TO BE COMPLETED BY THE RELEVANT MUNICIPALITY)	
Name of the Municipality:	
Property Physical Address:	
Registered Name:	
Official's Name: _____ Signature : _____ Date: _____	<div style="border: 1px solid black; padding: 10px; min-height: 100px;"> Municipality Stamp Here </div>
<p>Please circle whether the account is in arrears or up-to-date</p> Rates and taxes : Up-to-date / in arrears for more than (90 Days) 3 months Water: Up-to-date / in arrears for more than (90 Days) 3 months Electricity: Up-to-date / in arrears for more than (90 Days) 3 months Refuse : Up-to-date / in arrears for more than (90 Days) 3 months Other services : Up-to-date / in arrears for more than (90 Days) 3 months	
PART B (TO BE COMPLETED BY THE LANDLORD)	
Name of the Tenant:	
Name of the Landlord:	
Property Physical Address:	
Landlord Signature:	

Date: _____

Landlord's business stamp here
Or an Affidavit from SAPS (in the
event the landlord does not have
a business stamp)

Please circle whether the account is up-to-date or in arrears

Rental: Up-to-date / in arrears for more than (90 Days) 3 months

Municipal services: Up-to-date / in arrears for more than (90 Days) 3 months



**WEST RAND
DISTRICT MUNICIPALITY**



MBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time: 11am	Closing Date: 19 March 2026

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	.....
-	At:	.....	.....
-	Brand and Model	.....	.....
-	Country of Origin	.....	.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	.....
-	Period required for delivery	.....	.....
-	*Delivery: Firm/Not firm		
-	Delivery basis	.....	.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable



DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to person connected with or related to persons in service of the states, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1 Full name of bidder or his or her representative:
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, shareholder²):
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration

Number:.....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state..... **YES / NO**

3.8.1 If yes, furnish particulars

.....

.....

.....

.....

* MSCM Regulations: "in the service of the state" means to be –

- a) a member of –
 - i) any municipal council;
 - ii) any provincial legislature; or
 - iii) the national Assembly or the national Council of provinces;
- b) a member of the board of directors of any municipal entity;
- c) an official of any municipality or municipal entity;
- d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- e) a member of the accounting authority of any national or provincial public entity; or
- f) an employee of Parliament or a provincial legislature.

2"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months?.....**YES / NO**

3.9.1 If yes, furnish particulars

.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?.....**YES / NO**

3.10.1 If yes, furnish particulars

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?.....**YES / NO**

3.11.1 If yes, furnish particulars

.....
.....
.....

3.12 Are any of the company's directors, trustees, managers, principles, shareholders or stakeholders in service of the state?.....**YES / NO**

3.12.1 If yes, furnish particulars

.....
.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?.....**YES / NO**

3.13.1 If yes, furnish particulars

.....
.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related company or business whether or not they are bidding for this contract?.....**YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....
.....

4 Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

Signature

Date

Capacity

Name



WEST RAND DISTRICT MUNICIPALITY



MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

1. Are you by law required to prepare annual financial statements for auditing? **YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....
.....

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....
.....
.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

3.1 If yes, furnish particulars

.....
.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES / NO

4.1 If yes, furnish particulars

If yes, furnish particulars

.....

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



WEST RAND DISTRICT MUNICIPALITY



ETHICS COMMITMENT FOR ALL SUPPLIERS OF THE WEST RAND MUNICIPALITY

In our dealings with the West Rand District Municipality we commit to uphold high standards of ethics. Among other things this means:

- We will be honest and deal in good faith;
- We will not try to improperly influence any municipal official or decision;
- We will avoid all conflicts of interest;
- We will not engage in any form of corruption (e.g. paying bribes, giving kickbacks);
- We will not give gifts to municipal officials or councillors;
- We will not be involved in collusion with other service providers (i.e. price-fixing);
- We will ensure that all information we submit to the municipality is accurate and truthful (e.g. we will not engage in BBBEE fronting).
- We will inform the Municipality of any unethical behaviour which we become aware of in the procurement process, either related to other suppliers or to municipal officials.
- We will, through all our dealings, contribute to building a positive ethical culture in the West Rand District Municipality.

This is our commitment to help build an ethical community.

Name of Company: _____

Name of authorised person: _____

Signature: _____

Date: _____



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Applicable Preference Point System

The applicable preference point system for this quotation is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P max}}{\mathbf{P max}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P max}}{\mathbf{P max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black ownership	6	
Women	3	
People living with disability	2	
EME or QSE	2	
Youth	3	
Enterprises located in Gauteng Province – Within Gauteng = 2 Within West Rand = 4	4	
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	..... ..... ..... .....



WEST RAND DISTRICT MUNICIPALITY



MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, **THE UNDERSIGNED (FULL NAME)****CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.**

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to comp

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: Bid No: **WRDM/RPED/05/25-26, Appointment of a Panel of Consulting Engineering Firms for a Period of Three (03) Years as and when required** in response to the invitation for the bid made by: West Rand District Municipality

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
 (Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



WEST RAND DISTRICT MUNICIPALITY



TERMS OF REFERENCE

CONTRACT DATA

C3.1 EMPLOYER’S OBJECTIVES

The Employer’s objective is to create design and construction supervision capacity by appointing multiple Professional Services Providers for the design and construction supervision of various projects in the West Rand area on a framework contract, as-and-when required basis for a 3 year period.

It is the objective of the WRDM to appoint a panel of professional service providers per category of expertise. Bidders can submit bids for the professional discipline in which they do have the required skills and professionally registered personnel. Appointments will be made per professional discipline.

Future invitations will be done in the specific field of expertise that Professional Service Providers were appointed. Any multi-disciplined projects will require companies that were appointed in all the fields of expertise required for the multi-disciplined project.

Professional Service Providers will be invited according to the procedure as stipulated in the West Rand District Municipality Supply Chain Policy and a second round of functional evaluation will be conducted to focus on the project specific requirements and experience required.

It is the objective of the WRDM to appoint the bidders for each discipline as indicate below

Disciplines
Civil Engineering
Civil Engineering specialising in Structural Engineering
Civil Engineering specialising in Traffic Engineering
Civil Engineering specialising in Pavement Engineering
Civil Engineering specialising in Dams, weirs (Dam Safety Officer)
Mechanical Engineering
Electrical Engineering
Architectural
Construction Project Management
Quantity Surveying
Town Planning
Land Surveying
Geotechnical Engineering
Landscape Architect

C3.2 BACKGROUND

Various projects will be executed by the WRDM within the next three years. These projects entail various fields of expertise that will require Professional Service Providers within the specific field of skill.

C3.3 MANAGEMENT / OVERSIGHT STRUCTURES FOR THE PROJECT

Projects will be managed by the officials from the relevant Department that is managing and implementing the project. During the design and construction stages officials from the Department will be nominated to manage these stages.

C3.4 DESCRIPTION OF THE SERVICES

C3.4.1 DESCRIPTION OF THE SERVICES: ENGINEERING

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No.46 of 2000):

♦ **Planning, Studies, Investigations and Assessments**

These typical services relate to carrying out studies and investigations as well as the preparation and submissions of reports embodying preliminary proposals or initial feasibility studies and will normally remunerated on a time and cost basis

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Consultation with employer or employer's authorized representative. 2. Inspection of the site of the project. 3. Developing a scope of work where required. 4. Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility and the selection of the most desirable project option. 5. Assessments of existing built environment elements with a view to informing the project options, the scope of work and how to refurbish and/or integrate new works with existing works. 6. Consultation with authorities having rights or powers of sanction as well as consultation with public and stakeholder groups. 7. Advice to employer as to regulatory and statutory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the employer's expense. 8. Searching for, obtaining, investigating and collating available data, drawings and plans relating to the works. 9. Investigating financial and economic implications relating to the proposals or feasibility studies. 	<ul style="list-style-type: none"> ♦ Collation of information; ♦ Reports on options and technical and financial feasibility and related implications; ♦ List of consents and approvals; and ♦ Schedule of required surveys, tests, analyses, site and other investigations.

Normal Services

Stage 1: Inception (Defined as: Establish employer requirements and preferences assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies).

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Assist in developing a clear project brief. 2. Attend project initiation meetings. 3. Advise on procurement policy for the project. 4. Advise on the rights, constraints, consents and approvals. 5. Define the scope of services and scope of work required. 	<ul style="list-style-type: none"> ♦ Agreed scope of services and scope of work; ♦ Signed agreement; ♦ Report on project, site and functional requirements; ♦ Schedule of required surveys, tests, analyses, site and other investigations; and ♦ Schedule of consents and approvals.

<p>6. Conclude the terms of the agreement with the employer.</p> <p>7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.</p> <p>8. Determine the availability of data, drawings and plans relating to the project.</p> <p>9. Advise on criteria that could influence the project life cycle cost significantly.</p> <p>10. Provide necessary information with the agreed scope of the project to other consultants involved.</p>	
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Stage 2: Concept and Viability (also called Preliminary Design) (Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project).

Typical Functions	Typical Deliverables
<p>1. Agree documentation programme with principle consultant and other consultants involved.</p> <p>2. Attend design and consultants' meetings.</p> <p>3. Establish the concept design criteria.</p> <p>4. Prepare initial concept design and related documentation.</p> <p>5. Advise the employer regarding further surveys, analyses, tests and investigations which may be required.</p> <p>6. Establish regulatory authorities' requirements and incorporate into the design.</p> <p>7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.</p> <p>8. Establish access, utilities, services and connections for the design.</p> <p>9. Coordinate design interfaces with other consultants involved.</p> <p>10. Prepare process designs (where required), preliminary designs and related documentation for approval by authorities and employer and suitable for costing.</p> <p>11. Provide cost estimates and life cycle costs as required.</p> <p>12. Liaise, cooperate and provide necessary information to the employer, principle consultant and other consultants.</p>	<ul style="list-style-type: none"> ♦ Concept design; ♦ Schedule of required surveys, tests and other investigations and related reports; ♦ Process design; ♦ Preliminary design; and ♦ Cost estimates as required.

Stage 2 Review: Concept and Viability Review (also called Preliminary Design Review) (Defined as: Review of concept and viability report(s) and all related information (project scope, scale, character, form and function, preliminary programme and viability of the project) of an existing project which were prepared by a previously appointed consultant whose contract has ended/expired.

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Carefully studying and critically reviewing concept and viability report(s). 2. Attend meetings with client. 3. Critically review of preliminary programme. 4. Amending/adjusting of preliminary programme. 5. Advise the employer regarding further surveys, analyses, tests and investigations which may be required. 6. Advise the employer if project is viable. 7. Make adjustments to the concept and viability report and all related information. 8. Recalculating project costs. 9. Taking professional liability of concept and viability report. 10. Liaise, cooperate and provide necessary information to the employer, principle consultant and other consultants. 	<ul style="list-style-type: none"> ♦ Preliminary design review report; ♦ Schedule of required surveys, tests and any other investigations that may be required; ♦ Adjusted programme; ♦ Cost review report; and ♦ Statement/Certification indicating that consultant assumes professional liability of Stage 2 after carefully reviewing and amending/adjusting all available information for this stage.

Stage 3: Design Development (also termed Detail Design) (Defined as: Develop the approved concept to finalize the design, outline specifications, cost plan, financial viability and programme for the project)

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Review documentation programme with principal consultant and other consultants involved. 2. Attend design and consultants' meetings. 3. Incorporate employer's and authorities' detailed requirements into the design. 4. Incorporate other consultant's designs and requirements into the design. 5. Prepare design development drawings including draft technical details and specifications. 6. Review and evaluate design and outline specification and exercise cost control. 7. Prepare detailed estimates of construction cost. 8. Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved. 9. Submit the necessary design documentation to local and other authorities for approval. 	<ul style="list-style-type: none"> ♦ Design development drawings; ♦ Outline specifications; ♦ Local and other authority submission drawings and reports; ♦ Detailed estimates of construction costs; and ♦ Report indicating that consultant assumes professional liability of stage 3 after carefully reviewing and amending/adjusting all available information for this stage.

Stage 3 Review: Design Development Review (also termed Detail Design Review) (Defined as: Review of detailed design drawings (dxf/dwg/pdf), design report(s) and all project related information (design specifications, client specifications, health and safety specifications, statutory requirements, costing plan, financial viability and programme for the project) of an existing project which were prepared by a previously appointed consultant whose contract has ended/expired.

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Carefully studying and critically reviewing detailed designs 2. Attend meetings with client. 3. Critically review of programme. 4. Amending/adjusting of programme. 5. Making adjustments/changes on the electronic design drawings (dxf/dwg/pdf) where necessary. 6. Advise the employer regarding further surveys, analyses, tests and investigations which may be required. 7. Reviewing and recalculating of detailed estimates of construction cost. 8. Taking professional liability of reviewed and adjusted design drawings and design report. 9. Liaise, cooperate and provide necessary information to the employer, principle consultant and other consultants. 10. Re-submit the necessary design documentation to local and other authorities for approval (Wayleave). 	<ul style="list-style-type: none"> ♦ Design development drawings; ♦ Outline specifications; ♦ Local and other authority submission drawings and reports; and ♦ Detailed estimates of construction costs.

Stage 4: Documentation and Procurement (Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project).

Typical Functions	Typical Deliverables
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<ol style="list-style-type: none"> 1. Attend design and consultants' meetings. 2. Prepare specifications and preambles for the works. 3. Accommodate services design. 4. Check cost estimates and adjust designs and documents if necessary to remain within budget. 5. Formulate the procurement strategy for contractors or assist the principal consultant where relevant. 6. Prepare documentation for contractor procurement. 7. Review designs, drawings and schedules for compliance with approved budget. 8. Assist in calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant. 9. Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required. 10. Provide information to the client which will assist in the evaluation of tenders. 11. Assist with the preparation of contract documentation for signature. 12. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others 13. Assess samples and products for compliance and design intent. 	<ul style="list-style-type: none"> ♦ Specifications; ♦ Services co-ordination; ♦ Working drawings; ♦ Budget construction cost; ♦ Tender documentation; ♦ Tender evaluation report; ♦ Tender recommendations; and ♦ Priced contract documentation.
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Stage 5: Contract Administration and Inspection (Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works)

Typical Functions	Typical Deliverables
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<ol style="list-style-type: none"> 1. Attend site handover. 2. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections. 3. Carry out contract administration procedures in terms of the contract. 4. Prepare schedules of predicted cash flow. 5. Prepare pro-active estimates of proposed variations for employer decision making. 6. Attend regular site, technical and progress meetings. 7. Review the Contractor's quality control programme and advice and agree a quality assurance plan. 8. Inspect works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail C3.4.3.2 for Level 1: periodic construction monitoring. 9. Review outputs of quality assurance procedures and advice the contractor and client on the adequacy and need for additional controls, inspections and testing. 10. Adjudicate and resolve financial claims by contractor(s). 11. Assist in the resolution of contractual claims by the contractor. 12. Establish and maintain a financial control system. 13. Clarify details and descriptions during construction as required. 14. Prepare valuations for payment certificates to be issued by the principal agent. 15. Check and approve contractor drawings for design intent. 16. Update and issue drawings register. 17. Issue contract instructions as and when required. 18. Review and comment on operation and maintenance manuals, guarantee certificates and warranties. 19. Inspect the works and issue practical completion and defects lists. 	<ul style="list-style-type: none"> ♦ Schedules of predicted cash flow; ♦ Construction documentation; ♦ Drawing register; ♦ Estimates for proposed variations; ♦ Contract instructions; ♦ Financial control reports; ♦ Valuations for payment certificates; ♦ Progressive and draft final account(s); ♦ Practical completion and defects list; and ♦ Electrical Certificate of Compliance.
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Stage 6: Close-Out (Defined as: Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project)

Typical Functions	Typical Deliverables
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<ol style="list-style-type: none"> 1. Inspect and verify the rectification of defects. 2. Receive, comment and approve relevant payment valuations and completion certificates. 3. Facilitate and/or procure operations and maintenance manuals, guarantees and warranties. 4. Prepare and/or procure as-built drawings and documentation. 5. Conclude the final accounts where relevant. 	<ul style="list-style-type: none"> ♦ Valuations for payment certificates. ♦ Works and final completion lists. ♦ Operations and maintenance manuals, guarantees and warranties. ♦ As-built drawings and documentation. ♦ Final accounts.
--	--

♦ Revision of stages already completed

In cases where Stages 1, 2 or 3 have been previously completed by another consultant the Employer can require a revision of such a stage. The Typical Functions and Deliverables will be adjusted to suit the level and extent of the revision required.

The percentage for the stage in the case of cost based appointments will also be adjusted from the guideline percentages to suit the level and extent of the revision required.

♦ Additional Services

Additional Services pertaining to all stages of the project

- (1) All services related to defining the scope of work, previously carried out under the report stage and that was normally paid for on a time and cost basis.
- (2) Enquiries not directly concerned with the works and its subsequent utilization.
- (3) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
- (4) Making arrangements for way leaves, servitudes or expropriations.
- (5) Negotiating and arranging for the provision or diversion of services not forming part of the works.
- (6) Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
- (7) Additional work related to monitoring as required by any Government Departments or Authorities in order to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act 29 of 1996).
- (8) Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the employer.
- (9) Setting out or staking out the works and indicating any boundary beacons and other reference marks.
- (10) Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
- (11) Detailed inspection, reviewing and checking of designs and drawings not prepared by the service provider and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.
- (12) Travel and travel time costs related to offsite inspection and testing of materials and plant during manufacture and or prior to delivery to site.
- (13) Preparing and setting out particulars and calculations in a form required by any relevant authority.
- (14) Abnormal additional services by or costs to the service provider due to the failure of a contractor

or others to perform their required duties adequately and on time.

- (15) Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, in order to optimize or maintain proper functioning of any process or system.
- (16) Investigating or reporting on tariffs or charges leviable by or to the employer.
- (17) Advance ordering or reservation of materials and obtaining licenses and permits.
- (18) Preparing detailed operating, operation and maintenance manuals.
- (19) Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the employer, or his duly authorized agents, requiring the service provider to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the consulting engineer and the employer prior to the execution thereof.
- (20) The frequency and extent of site administration and sections that are required relative to the norm. The frequency and duration of works inspections will depend on many factors, such as the nature, complexity and duration of the project, site location, project programme, contractor competence, important elements of the works being enclosed or covered etc. The norm is that meetings and inspections should occur at an average frequency of once every 2 weeks with more frequent occurrences during critical stages of the work as described for Level 1: Construction Monitoring in clause C3.5.3.2. When the frequency of meetings and inspections exceeds this norm then such additional attendance at meetings and related inspections are considered as additional services.
- (21) Preparing as-built drawings and designs done by others or related alterations to existing works.
- (22) Work and or services related to targeted procurement that could entail, but is not necessarily limited to any or all of the following:
 - incorporation of any targeted participation goals;
 - the measuring of key participation indicators;
 - the selection, appointment and administration of participation and;
 - auditing compliance to the above by any contractors and/or professional consultant.
- (23) Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the employer and contractors appointed for the works on which the service provider provides services.
- (24) Any other additional services, of whatever nature, specifically agreed to in writing between the service provider and the employer.
- (25) Componentisation of assets and compilation of the HV template in order to capitalise projects successfully.

♦ **Construction Monitoring**

- (1) Quality Assurance (QA) during construction refers to the engineering activities that are implemented to assure the client that works are highly likely to meet the requirements. This is achieved through a combination of the quality control processes that are put in place by the contractor to control its outputs and the inspection and acceptance testing that is carried out by the consulting engineer to confirm conformance prior to certification. While the contractor takes the ultimate responsibility for quality and meeting the design requirements, the purpose of quality assurance plan and related construction monitoring is to inspect and satisfy the client and the consulting engineer that the risk of these requirements not being met, is acceptable.
- (2) This means that the client and consulting engineer should agree a satisfactory

arrangement in respect of construction monitoring that suits the type of work, the project location and the duration of the critical aspects of the works. Disagreement regarding the required level of construction monitoring should not be taken lightly and the parties should carefully consider the consequences of non-compliances and related responsibilities, bearing in mind that the consulting engineer has a duty of care while the client should strive to ensure quality and minimise life-cycle costs.

- (3) The level of construction monitoring and the frequency and duration of the site visits must be agreed with the client prior to commencement of the works and should be recorded in the agreement with the client. The level of construction monitoring and activities related to the quality assurance plan may change during the course of the works to reduce quality related risks and this will require an amendment of the agreement.
- (4) The stage 5 construction monitoring services described in C3.4.2.5 above will normally suffice for simple projects where more regular inspections are not required other than during critical stages of the works with less frequent visits once the portion of the works in which the consulting engineer is involved has largely been completed. However, there are many other situations where more regular construction monitoring is required for quality assurance and certification.
- (5) Aspects that need to be considered determining the degree to which additional construction monitoring services are required are:
 - a) The type of work;
 - b) The discipline of the work (civil, structural, mechanical, electrical etc.);
 - c) The competency and reputation of the contractor and its related quality control system;
 - d) The speed with which critical elements of the work are covered;
 - e) The consequences of non-compliance; and
 - f) Timing and ease of subsequent detection and rectification of non-compliances.
- (6) Arising from the above, three levels of construction monitoring may be defined and described, as follows:
 - a) **Level 1**: Periodic Construction Monitoring (Normal Services i.e. no additional services).

The Consulting engineer's staff shall:

- i. Visit the works at a frequency of once every two weeks on average over the duration of the works, with additional visits for completion inspections and inspections for defects lists.
 - ii. Review random samples of material and work procedures, for conformity to contract documentation, and review random samples of important completed work prior to covering up, or on completion, as appropriate.
- b) **Level 2**: Part-time Construction Monitoring (Normal Services for building structures and additional services involving part-time staff paid for by the client for other disciplines and projects).

The consulting engineer's staff or part time construction monitoring staff shall:

- i. Regularly visit the site at a frequency which may vary during the course of the project, and such visits may be daily or weekly, according to the demands of the project.

- ii. Review regular samples of materials and work procedures, for conformity to contract documentation, and review regular samples of important completed work prior to covering up, or on completion, as appropriate.
 - iii. Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.
- c) **Level 3:** Full-time Construction Monitoring (Full time staff seconded to the client for the duration of the works and paid for by the client).

The full time construction monitoring staff shall:

- i. Maintain a full time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, and review completed work prior to covering up, or on completion, as appropriate.
 - ii. Assist with the preparation of as-built records and drawings to the extent required in the agreement with the client.
 - iii. Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.
- (7) Most structural engineering work typically requires at least Level 2 monitoring and the costs associated with this level of monitoring are included in the guideline fee for building projects to facilitate agreements. For example, in structural concrete work the correct position of reinforcing steel may need to be witnessed for all elements of the structure prior to pouring concrete. The consulting engineer may also require acceptance testing of the concrete on a regular basis depending on the quality controls instituted by the contractor as part of the quality assurance plan.
- (8) In the case of large civil works where all materials and elements are generally regarded as being critical and are covered on a daily basis, work is monitored on a continuous basis for the duration of the works and Level 3 monitoring usually applies. This level is also applied to the structural works that are included in such projects.
- (9) In the case of some mechanical and electrical works related to simple routine projects, such as general educational buildings, primary healthcare and some institutional building projects, Level 1 monitoring is usually sufficient. On projects where a significant portion of the work is rapidly covered, such as projects involving underground services and building projects like secondary healthcare, tourism and leisure, commercial, retail and office buildings with complex electrical and mechanical works, level 2 or Level 3 construction monitoring is normally required.
- (10) Where Level 2 construction monitoring is required as an additional service and the works are located close to the consulting engineer's offices, it may be economical to provide the additional service using the consulting engineer's staff on a time and cost basis. Where the works are more remote it may be more cost-effective to second full time or part time staff to the project to carry out the necessary inspections. In all instances the consulting engineer will, with prior written approval having been obtained from the client, appoint or make available additional staff for such construction monitoring on site to the extent specifically defined in the agreement.
- (11) In some instances, staff are made available by the client to assist in construction monitoring in which cases these persons should report to and take instructions from the consulting engineer or an authorized representative of the consulting engineer to avoid mixed messages being passed to the Contractor.

♦ **Quality Assurance**

Where the employer requires that a quality management system or quality assurance services, over and above construction monitoring services, be applied to the project, these are in addition to normal services provided by the consulting engineer and to be specifically defined and separately agreed in writing prior to commencement thereof.

Lead Service Provider

Should the employer require the consulting engineer to assume the leadership of a joint venture, consortium or team of service providers, of the same discipline, prescribed or requested by the employer, the additional services may include the following:

- (1) Responsibility for the overall administration of all sections of the services, including those portions of the services, which fall within the ambit of the other consulting engineers.
- (2) Responsibility for the overall co-ordination, programming of design and financial control of all the works included in the services.
- (3) Processing certificates or recommendations for payment of contractors.

Engineering Management Services (Principal Consultant)

Should the employer require the consulting engineer to undertake duties of an engineering management nature on behalf of the employer, where the project involves (a) multi-disciplinary team(s) the additional services will include the following:

Stage 1 Services:

Typical Functions	Typical Deliverables
1. Facilitate development of a clear project brief. 2. Establish the procurement policy for the project. 3. Assist the employer in the procurement of necessary sub-consultants including the clear definition of their roles and responsibilities. 4. Establish in conjunction with the employer, other consultants and all relevant authorities, the site characteristics, rights and constraints for the proper design of the intended project. 5. Define the consultant's scope of work and services. 6. Conclude the terms of the agreement with the employer. 7. Facilitate a schedule of the required consents and approvals. 8. Prepare, co-ordinate and monitor a project initiation programme. 9. Facilitate employer approval of all Stage 1 documentation.	♦ Project brief; ♦ Agreed scope of work; ♦ Agreed services; ♦ Project procurement policy; ♦ Signed agreements; ♦ Integrated schedule of consents and approvals; ♦ Project initiation programme; and ♦ Record of all meetings.

Stage 2 Services:

Typical Functions	Typical Deliverables
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<ol style="list-style-type: none"> 1. Assist the employer in procurement of other sub-consultants. 2. Advise the employer on the requirement to appoint a health and safety consultant. 3. Communicate the project brief to the other consultants and monitor the development of the concept and viability. 4. Agree format and procedures for cost control and reporting by the other consultants. 5. Prepare a documentation programme and indicative construction programme. 6. Manage and integrate the concept and viability documentation for presentation to the employer for approval. 7. Facilitate approval of the concept and viability by the employer. 8. Facilitate approval of concept and viability by statutory authorities. 	<ul style="list-style-type: none"> ♦ Signed consultant/employer agreements; ♦ Indicative documentation programme and construction programme; and ♦ Approval by the employer to proceed to Stage 3.
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Stage 3 Services:

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Agree and implement communication processes and procedures for the design development of the project. 2. Assist the employer in the procurement of the necessary other consultants including the clear definition of their roles and responsibilities. 3. Prepare, co-ordinate, agree and monitor a detailed design and documentation program 4. Conduct and record consultants' and management meetings. 5. Facilitate input required by health and safety consultant. 6. Facilitate design reviews for compliance and cost control. 7. Facilitate timeous technical co-ordination. 8. Facilitate employer approval of all Stage 3 documentation. 	<ul style="list-style-type: none"> ♦ Additional signed employer/consultant agreements; ♦ Documentation programme; ♦ Record of all meetings; and ♦ Approval by the employer to proceed to Stage 4.

Stage4 Services:

Typical Functions	Typical Deliverables
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<ol style="list-style-type: none"> 1. Recommend and agree procurement strategy for contractors, subcontractors and suppliers with the employer and the other consultants. 2. Prepare and agree the procurement programme. 3. Advise the employer, in conjunction with the other consultants on the appropriate insurances. 4. Co-ordinate and monitor preparation of procurement documentation by consultants in accordance with the project procurement programme. 5. Manage procurement process and recommended contractors for approval by the employer. 6. Agree the format and procedures for monitoring and control by the quantity surveyor of the cost of the works. 7. Co-ordinate and assemble the contract documentation for signature. 	<ul style="list-style-type: none"> ♦ Procurement programme; ♦ Tender/contract conditions; ♦ Record of all meetings; ♦ Obtain approval by the employer of tender recommendation(s); and ♦ Contract documentation for signature.
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Stage 5 Services:

Typical Functions	Typical Deliverables
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<ol style="list-style-type: none"> 1. Arrange site handover to the contractor. 2. Establish construction documentation issue process. 3. Agree and monitor issue and distribution of construction documentation. 4. Instruct the contractor on behalf of the employer to appoint subcontractors. 5. Conduct and record regular site meetings. 6. Monitor, review and approve the preparation of the construction programme by the contractor. 7. Regularly monitor performance of the contractor against the construction programme. 8. Adjudicate entitlements that arise from changes required to the construction programme. 9. Receive, co-ordinate and monitor approval of all contract documentation provided by contractor(s). 10. Agree quality assurance procedures and monitor implementation thereof by the other consultants and the contractors. 11. Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant. 12. Monitor preparation of the environmental management plan by the environmental consultant. 13. Establish procedures for monitoring scope and cost variations. 14. Monitor, review, approve and issue certificates 15. Receive, review and adjudicate any contractual claims. 16. Monitor preparation of financial control reports by the other consultants. 17. Prepare and submit progress reports. 18. Coordinate, monitor and issue practical completion lists and the certificate of practical completion. 19. Facilitate and expedite receipt of the occupation certificate where relevant 	<ul style="list-style-type: none"> ♦ Signed contracts; ♦ Approved construction programme; ♦ Construction documentation; ♦ Payment certificates; ♦ Progress reports; ♦ Record of meetings; and ♦ Certificate(s) of practical completion.
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Typical Functions	Typical Deliverables
1. Co-ordinate and monitor rectification of defects. 2. Manage procurement of operations and maintenance manuals, guarantees and warranties. 3. Manage preparation of as-built drawings and documentation. 4. Manage procurement of outstanding statutory certificates. 5. Monitor, review and issue payment certificates 6. Issue completion certificates. 7. Manage agreement of final account(s). 8. Prepare and present the project close-out report.	<ul style="list-style-type: none"> ♦ Completion certificates; ♦ Record of necessary meetings; and ♦ Project close-out report.

Mediation, Adjudication, Arbitration and Litigation proceedings and similar Services

Where the employer requires the consulting engineer to, on his behalf, perform the services listed hereunder or similar work, the extent thereof and remuneration therefore is subject to agreement between the employer and the consulting engineer:

- (1) Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits.
- (2) Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings such as Contractor disputes.
- (3) Officiating at or attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree.

Principle Agent of the Employer

When a consulting engineer is, in addition to his normal functions as consulting engineer, appointed as the principal agent of the employer on a building or multi-disciplinary project for the purposes of procurement and construction on a project, the consulting engineer will also be responsible for the following:

Stage 3 Services:

Typical Functions	Typical Deliverables
1. Prepare, co-ordinate, agree and monitor a detailed design and documentation programme.	♦ Detailed design and documentation programme.

Stage 4 Services:

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Recommend and agree procurement strategy for contractors, subcontractors and suppliers with the employer and the other consultants 2. Prepare and agree the procurement programme. 3. Advise the employer, in conjunction with the other consultants on the appropriate insurances. 4. Manage procurement process and recommended contractors for approval by the employer. 5. Agree the format and procedures for monitoring and control by the quantity surveyor of the cost of the works. 6. Co-ordinate and assemble the contract documentation for signature. 	<ul style="list-style-type: none"> ♦ Procurement programme; ♦ Tender/contract conditions; and ♦ Contract documentation for signature.

Stage 5 Services:

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Arrange site handover to the contractor. 2. Establish construction documentation issue process. 3. Agree and monitor issue and distribution of construction documentation. 4. Instruct the contractor on behalf of the employer to appoint subcontractors. 5. Conduct and record regular site meetings. 6. Review, approve and monitor the preparation of the construction programme by the contractor. 7. Regularly monitor performance of the contractor against the construction programme. 8. Adjudicate entitlements that arise from charges required to the construction programme. 9. Receive, co-ordinate and monitor approval of all contract documentation provided by contractor(s). 10. Agree quality assurance procedures and monitor implementation thereof by the other consultants and the contractors. 11. Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant. 12. Monitor preparation of the environmental management plan by the environmental consultant. 13. Establish procedures for monitoring scope and cost variations. 14. Monitor, review, approve and issue certificates 15. Receive, review and adjudicate any contractual claims. 	<ul style="list-style-type: none"> ♦ Signed contracts; ♦ Approved construction programme; ♦ Construction documentation; ♦ Payment certificates; ♦ Progress reports; ♦ Record of meetings; ♦ Certificate(s) of practical completion; and ♦ Facilitate and expedite receipt of occupation certificates.

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| 16. Monitor preparation of financial control reports by the other consultants. | |
| 17. Prepare and submit progress reports. | |
| 18. Co-ordinate, monitor and issue practical completion lists and the certificate of practical completion. | |

Stage 6 Services:

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Co-ordinate and monitor rectification of defects. 2. Manage procurement of operations and maintenance manuals, guarantees and warranties. 3. Manage preparation of as-built drawings and documentation. 4. Manage procurement of outstanding statutory certificates. 5. Monitor, review and issue payment certificates 6. Issue completion certificates. 7. Manage agreement of final account(s). 8. Prepare and present the project close-out report. 	<ul style="list-style-type: none"> ♦ Completion certificates; ♦ Record of necessary meetings; and ♦ Project close-out report.

♦ **C3.4.2 DESCRIPTION OF THE SERVICES: CONSTRUCTION HEALTH AND SAFETY AGENT**

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Project and Construction Management Profession Act, 2000 (Act No.48 of 2000):

STAGE 1 – PROJECT INITIATION AND BRIEFING

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Demonstrate the Construction Health and Safety Professional competency and resource. 2. Define the Construction Health and Safety Professional scope of work and services. 3. Conclude the terms of the agreement with the client. 4. Assist in developing a clear construction project health and safety brief. 5. Advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for the next stage of the project. 6. Advise the client on the adequacy of health and safety competency and resources of the other consultants. 7. Identify construction project health and safety risk profile. 8. Attend the construction project initiation meetings. 9. Provide necessary information within the agreed scope of the construction project to the other consultants 	<ul style="list-style-type: none"> • Record of Construction Health and Safety Professional competency and resource • Construction project health and safety brief • Agreed scope of work • Agreed services • Signed agreement • Record of consultants' construction health and safety competency and resource assessments • Schedule of required surveys, tests, analyses, site and other investigations • Preliminary construction project risk profile • Record of construction project health and safety risk communication

STAGE 2 - CONCEPT AND FEASIBILITY

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Advise and agree with the other consultants regarding their construction project health and safety requirements and related design risk management responsibilities. 2. Agree the format and procedures for health, safety and hygiene construction project control. 3. Agree the documentation programme with the principal consultant and other consultants. 4. Review and evaluate design concepts and advise on construction project health and safety in conjunction with the other consultants. 5. Review, update and agree the construction project health and safety risk profile and prepare the construction health and safety policy for the construction project. 6. Prepare draft construction project baseline risk assessment. 7. Prepare the draft construction project health and safety specification. 8. Advise on preliminary cost estimates/budgets for construction project health and safety. 9. Assist the client and principal consultant in the procurement of the necessary and appropriate specialists, including a clear definition of their roles, responsibilities and liabilities. 10. Advise the client on the adequacy of the health and safety competency and resources of the appropriate specialists. 11. Assess and approve the appropriate specialist's health and safety plans. 12. Monitor the implementation of the appropriate specialist's health and safety plans, including periodic audits. 13. Attend design and consultants' meetings. 14. Liaise, co-operate and provide necessary information to the client/principal consultant and the other consultants. 	<ul style="list-style-type: none"> • Updated construction project health and safety risk profile • Agreed construction project health and safety policy for the project • Draft construction project baseline risk assessment • Draft construction project health and safety specification • Record of appropriate specialists' health and safety competency and resource assessments • Schedule of required surveys, tests and other investigations and related reports • Record of construction project health and safety risk communication • Design risk management process • Preliminary cost estimates/budgets for construction project health and safety • Approved specialists' health and safety plans • Specialists health and safety audit reports and records

STAGE 3 - DESIGN DEVELOPMENT

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Advise designers of their health and safety legal liabilities and responsibilities for constructability, maintainability and operation ability of the structure. 2. Agree on a format for the health and safety file. 3. Review the documentation programme with the principal consultant and the other consultants. 4. Manage, co-ordinate, integrate and record the design risk management process with the other consultants in a sequence to suit the documentation programme. 5. Finalise the construction project health and safety risk profile. 6. Monitor the integration of health and safety aspects for constructability, maintainability and operation ability of the structure during the design process and finalise the construction project baseline risk assessment. 7. Identify and implement precautions necessary for construction project health and safety control and update the construction project tender health and safety specifications. 8. Assist the cost consultant with detailed information for initial construction project health and safety cost estimates/budgets. 9. Assess and approve necessary construction project health and safety plans for early works. 10. Monitor the implementation of necessary construction health and safety plans, including periodic audits for early works. 11. Attend design and consultants' meetings. 12. Liaise, co-operate and provide necessary construction project health and safety information to the client, principal consultant and the other consultants. 	<ul style="list-style-type: none"> • Final construction project health and safety risk profile • Record of construction project health and safety risk communication • Final construction project health and safety baseline risk assessment • Updated draft construction project health and safety specification • Design risk management records • Schedule of precautions necessary for construction project health, safety and hygiene control • Approved early works health and safety plans • Early works audit reports and records • Initial schedule of construction project health and safety cost estimates/budgets • Template for health and safety file

STAGE 4 – TENDER DOCUMENTATION AND PROCUREMENT

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Provide and record construction project health, safety, hygiene and design risk information to the principal consultant and other consultants. 2. Assist in developing a clear construction project health and safety procurement process. 3. Assess samples, mock-ups and products for construction project, structural maintainability and operability health and safety compliance. 4. Finalise Construction project tender health and safety specification and integrate with procurement documentation 5. Prepare project specific health and safety documentation for distribution to the contractors for inclusion into their tender / bid submission 6. Assist the cost consultant in the finalization of the construction project health and safety cost estimates / budget 7. Prepare project specification health and safety mobilization and access plans for the construction work. 8. Participate in construction tender clarification meeting 9. Assist with evaluation of the tenders and verify the contractor's competencies, knowledge resources to carry out construction works in a safe and healthy manner 	<ul style="list-style-type: none"> • Final construction project tender health and safety specifications • Records of construction project health and safety procurement process • Construction project health and safety tender evaluation and records • Finalised schedule of construction project health and safety cost estimate/budget • Construction project health and safety contract documentation • Construction project health and safety mobilisation and access plans • Design risk management records • Record of construction project health and safety risk communication • Construction project health and safety documentation for authorities • Evaluation schedule of samples / mock-ups and products

STAGE 5 – CONSTRUCTION DOCUMENTATION AND MANAGEMENT

Typical Functions	Typical Deliverables
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<ol style="list-style-type: none"> 1. Assess, discuss, negotiate and approve the contractor(s) construction project health and safety plans. 2. Submit necessary construction health and safety documentation to authorities and facilitate permits that may be required to commence the construction work. 3. Attend site handover meetings and lead construction project health and safety mobilisation and access plans. 4. Ensure that health and safety communication structures and systems are established and maintained, including distribution of health and safety specific documents and site safety inductions to contractors. 5. Attend regular site, technical and progress meetings. 6. Monitor design risk management. 7. Prepare revised construction project health and safety risk profile, specifications and cost estimates/budgets where there is scope of work changes. 8. Monitor the implementation, review and update of the construction project health and safety plans in accordance with the construction project health and safety. 9. Audit compliance with the construction project health and safety plans and brief the project management team and contractor(s) following site audits. 10. Ensure the identification of the hazards and risks relevant to the construction project through regular coordinated site inspections. 11. Recommend stop work orders where necessary. 12. Ensure that project specific emergency response and preparedness plans are compiled and tested. 13. Conduct construction health and safety management system audits. 14. Use of trends analysis to identify system deficiencies and incident trends, outline relevant improvements. 15. Facilitate construction health and safety system and plans reviews and ensure changes are incorporated for continual improvement. 16. Development of technical reports in relation to health and safety issues and communicate through presentations to diverse groups of decision makers. 17. Perform incident and accident investigations where necessary. 18. Monitor the compilation of the construction project health and safety file(s) by the contractor(s). 19. Prepare and maintain the consolidated health and safety file. 20. Prepare the structure commissioning health and safety 	<ul style="list-style-type: none"> ▪ Approved contractor(s) construction project health and safety plans, including all construction health and safety appointments ▪ Permits to commence construction work ▪ Record of meetings, including all construction health and safety matters to be actioned ▪ Record of revised changes to the construction project health and safety risk profiles ▪ Record of revised changes to the construction project health and safety specifications ▪ Record of revised changes and commissioning of the construction project health and safety plans ▪ Record of revised construction project health and safety cost estimate/budget ▪ Records of design risk management ▪ Record of construction project health and safety audit reports ▪ Record of contractor(s) construction health and safety performance ▪ Record of construction project health and safety work stoppage reports ▪ Record of incident and accident investigations and corrective actions ▪ Record of interactions with the Compensation Commissioner or similar
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plans.	
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STAGE 6 – PROJECT CLOSE OUT

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Review, discuss and approve the health and safety file with the contractor(s) and manage the construction project health and safety during the defects liability period. 2. Cancel all construction project health and safety legal appointments. 3. Prepare the health and safety operations and maintenance report. 4. Prepare the consolidated construction project health and safety close-out report. 	<ul style="list-style-type: none"> • Record of audits during the defects liability period • Record of construction health and safety risk communication • Report on approved health and safety file • Health and safety operations and maintenance report • Consolidated construction project health and safety close-out report

♦ **Additional services:**

- Provide advice to the Client on health and safety competence and resources of proposed designers prior to arrangements being made for design work to begin.
- Prepare additional copies of the health and safety file.
- Prepare copies of abstracts of the health and safety file for delivery to the tenants Client/Owner's (The contents of the abstracts to be determined in consultation with the Client/Owner's legal advisors).
- Seek the co - operation of and co – operate with anyone else involved in a construction project at an adjoining site so far as necessary to enable them to perform their duties under the Construction Regulations.
- Facilitate co – operation and co – ordination in relation to duty holders on adjoining construction sites as it may affect the project; ensuring that suitable arrangements are made and implemented for the co – ordination of health and safety measures during planning and preparation for the construction phase.
- Keep a record of the health and safety file.
- Convert the health and safety files on other projects to match Client/ Owner's electronic format.
- Carry out necessary inspections at the appropriate stages to verify that the construction of the relevant structure is carried out in accordance with the design.
- To stop any contractor from executing any construction work that is not in accordance with the relevant design's health and safety aspects.
- Assist in the development of maintenance schedules for the Client/Owners completed structure.
- Inspect the structure on behalf of the Client/Owner once every six (6) months for the first two (2) years on completion of the structure and then yearly thereafter, to ensure the structure remains safe for continued use and records are kept of such in the structure's health and safety file
- Provide the contractor with a template for the health and safety file.

- The appointed Construction Health and Safety Agent shall perform weekly inspections on behalf of the Client or as frequently as necessary, and shall communicate to the Client the inspection findings by way of an audit report and a non-conformance report which will be included in the monthly report of the Agent's tasks completed during the month. The inspections are to include:
 - Monitoring of all tasks against the approved Health and Safety Plan.
 - Weekly monitoring that all people working on site have undergone the prescribed health and safety induction training, prior to the commencement of any construction work on site and ensuring that people were informed in a language they fully understand.
 - Monitoring that the Contractor's Safety Officer keeps on site all the required safety documentation and safety registers stated in the Occupational Health and Safety Act.
 - Ensure that all relevant regulations are completed and updated daily and kept on site for by the Contractor.
 - Stop the contractor from executing any construction work not in accordance with the Designer's brief for health and safety aspects.
 - Informing the Client of any non-conformances on site and of the severity of the violations in a monthly non-conformances report with due dates given to the Contractor to rectify said non-conformances in accordance with the severity of such transgressions.

The audit reports must include the relevant stipulations of the approved Safety Plan and the Construction Regulations to which the non-compliance is raised, an executive summary entailing a short description of non-compliances as well as recommended corrective actions and timelines to resolve the non-compliance. All non-compliances as well as the risks involved and what the Contractor did to resolve these non-compliances must be indicated in the Health and Safety file.

- Prepare a revised construction project health and safety risk profile. Prepare specifications and cost estimates/budgets where there is scope of work changes.
- The Construction Health and Safety Agent shall attend monthly meetings with the Client to discuss the above-mentioned report. These meetings must be minuted by the Agent and submitted to the Client.
- The Construction Health and Safety Agent will also be responsible to ensure that the Contractor complies with and adheres to all other aspects of the Occupational Health and Safety Act (Act 85 of 1993), including all relevant and applicable Regulations of the abovementioned Act as well as all amendments to the Act and abovementioned Regulations.

♦ **C3.4.3 DESCRIPTION OF THE SERVICES: PROJECT MANAGERS**

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Project and Construction Management Profession Act, 2000 (Act No.48 of 2000):

STAGE 1 – INCEPTION

Typical Functions	Typical Deliverables
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<ol style="list-style-type: none"> 1. Facilitate the development of a Clear Project Brief 2. Establish the client's Procurement Policy for the Project 3. Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities. 4. Establish in conjunction with the client, consultants, and all relevant authorities the site characteristics necessary for the proper design and approval of the intended project 5. Manage the integration of the preliminary design to form the basis for the initial viability assessment of the project 6. Prepare, co-ordinate and monitor a Project Initiation Programme 7. Facilitate the preparation of the Preliminary Viability Assessment of the project 8. Facilitate client approval of all Stage 1 documentation. 	<ul style="list-style-type: none"> • Project Brief • Project Procurement Policy • Signed Consultant/Client Agreements • Project Initiation Programme • Record of all meetings • Approval by Client to proceed to Stage 2
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STAGE 2 – CONCEPT AND VIABILITY

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities. 2. Advise the client on the requirement to appoint a Health and Safety Consultant 3. Communicate the project brief to the consultants and monitor the development of the Concept and Feasibility within the agreed brief 4. Co-ordinate and integrate the income stream requirements of the client into the concept design and feasibility 5. Agree the format and procedures for cost control and reporting by the cost consultants on the project. 6. Manage and monitor the preparation of the project costing by other consultants 7. Prepare and co-ordinate an Indicative Project Documentation and Construction Programme 8. Manage and integrate the concept and feasibility documentation for presentation to the client for approval 9. Facilitate client approval of all Stage 2 documentation 	<ul style="list-style-type: none"> • Signed Consultant/Client Agreements • Indicative Project Documentation and Construction Programme. • Approval by Client to proceed to Stage 3

STAGE 3 – DESIGN DEVELOPMENT

Typical Functions	Typical Deliverables
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<ol style="list-style-type: none"> 1. Assist the client in the procurement of the balance of the consultants including the clear definition of their roles, responsibilities and liabilities. 2. Establish and co-ordinate the formal and informal communication structure, processes and procedures for the design development of the project. 3. Prepare, co-ordinate and agree a detailed Design and Documentation Programme, based on an updated Indicative Construction Programme, with all consultants 4. Manage, co-ordinate and integrate the design by the consultants in a sequence to suit the project design, documentation programme and quality requirements. 5. Conduct and record the appropriate planning, co-ordination and management meetings 6. Facilitate any input from the design consultants required by Construction Manager on constructability. 7. Facilitate any input from the design consultants required by Health and Safety consultant 8. Manage and monitor the timeous submission by the design team of all plans and documentation to obtain the necessary statutory approvals 9. Establish responsibilities and monitor the information flow between the design team, including the cost consultants. 10. Monitor the preparation by the cost consultants of cost estimates, budgets, and cost reports 11. Monitor the cost control by the cost consultants to verify progressive design compliance with approved budget, including necessary design reviews to achieve budget compliance 12. Facilitate and monitor the timeous technical co-ordination of the design by the design team 13. Facilitate client approval of all Stage 3 documentation 	<ul style="list-style-type: none"> • Signed Consultant/Client Agreements • Detailed Design & Documentation Programme • Updated Indicative Construction Programme • Record of all meetings • Approval by Client to proceed to Stage 4
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STAGE 4 – DOCUMENTATION AND PROCUREMENT

Typical Functions	Typical Deliverables
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<ol style="list-style-type: none"> 1. Select, recommend and agree the Procurement Strategy for contractors, subcontractors and suppliers with the client and consultants 2. Prepare and agree the Project Procurement Programme. 3. Co-ordinate and monitor the preparation of the tender documentation by the consultants in accordance with the Project Procurement Programme. 4. Facilitate and monitor the preparation by the Health and Safety Consultant of the Health and Safety Specification for the project 5. Manage the tender process in accordance with agreed procedures, including calling for tenders, adjudication of tenders, and recommendation of appropriate contractors for approval by the client. 6. Advise the client, in conjunction with other consultants on the appropriate insurances required for the implementation of the project. 7. Monitor the reconciliation by the cost consultants of the tender prices with the project budget 8. Agree the format and procedures for monitoring and control by the cost consultants of the cost of the works. 9. Facilitate client approval of the tender recommendation(s). 	<ul style="list-style-type: none"> • Contractors, subcontractors, and suppliers Procurement Strategy • Project Procurement Programme • Project Tender/Contract Conditions • Record of all meetings • Approval by Client of tender recommendation(s).
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STAGE 5 – CONSTRUCTION

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Appoint contractor(s) on behalf of the client including the finalization of all agreements. 2. Instruct the contractor on behalf of the client to appoint subcontractors. 3. Receive, co-ordinate, review and obtain approval of all contract documentation provided by the contractor, subcontractors, and suppliers for compliance with all of the contract requirements. 4. Monitor the ongoing projects insurance requirements. 5. Facilitate the handover of the site to the contractor. 6. Establish and co-ordinate the formal and informal communication structure and procedures for the construction process. 7. Regularly conduct and record the necessary site meetings 8. Monitor, review and approve the preparation of the Contract Programme by the contractor. 9. Review and adjudicate circumstances and entitlements that may arise from any changes required to the Contract Programme. 10. Monitor the preparation of the contractor's Health and Safety Plan and approval thereof by the Health and Safety Consultant. 11. Monitor the auditing of the Contractors' Health and Safety Plan by the Health and Safety Consultant. 12. Monitor the compliance by the contractors of the requirements of the Health and Safety Consultant. 13. Monitor the production of the Health and Safety File by the Health and Safety Consultant and contractors 14. Monitor the preparation by the Environmental Consultants of the Environmental Management Plan 15. Establish the construction information distribution procedures. 16. Agree and monitor the Construction Documentation Schedule for timeous delivery of required information to the contractors. 17. Expedite, review and monitor the timeous issue of construction information to the contractors. 18. Manage the review and approval of all necessary shop details and product propriety information by the design consultants. 19. Establish procedures for monitoring, controlling and agreeing all scope and cost variations. 20. Agree the quality assurance procedures and monitor the implementation thereof by the consultants and contractors. 21. Monitor, review, approve and certify monthly progress payments. 22. Receive, review and adjudicate any contractual claims. 23. Monitor the preparation the preparation of monthly cost reports by the cost consultants. 24. Monitor long lead items and off-site production by the contractors 	<ul style="list-style-type: none"> • Signed Contractor(s) Agreements • Agreed Contract Programme • Adjudication and award of contractual claims • Construction Documentation Schedule • Monthly progress payment certificates • Monthly project progress reports. • Record of all meetings • Certificates of Practical Completion.

<p>and suppliers.</p> <p>25. Prepare monthly project reports including submission to the client</p> <p>26. Manage, co-ordinate and monitor all necessary testing and commissioning and by consultant and contractor</p> <p>27. Co-ordinate and monitor the preparation and issue of the Works Completion List by the consultants to the contractors.</p> <p>28. Monitor the execution by the contractors of the defect items to achieve Works Completion.</p>	
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STAGE 6 – CLOSE OUT

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Issue the Works Completion Certificate 2. Manage, co-ordinate and expedite the preparation by the design consultants of all as- built drawings and design documentation. 3. Manage and expedite the procurement of all operating and maintenance manuals as well as all warranties and guarantees. 4. Manage and expedite the procurement of all statutory compliance certificates and documentation. 5. Manage the finalization of the Health and Safety File for submission to the Client. 6. Co-ordinate, monitor and manage the rectification of defects during the Defects Liability Period. 7. Manage, co-ordinate and expedite the preparation and agreement of the final account by the cost consultants with the relevant contractors. 8. Co-ordinate, monitor and issue the Final Completion Defects list and Certificate of Final Completion. 9. Prepare and present Project Closeout Report. 	<ul style="list-style-type: none"> • Works Completion Certificate • Certificate of Final Completion • Record of all meetings • Project closeout report

ADDITIONAL/SUPPLEMENTARY SERVICES

♦ Development Management Services

The Project Construction Manager may, by prior mutual consent, provide the following supplementary services. This will require agreement of both the Client and Project Construction Manager on the adjustment of the fees and disbursements.

- a. Facilitate the opportunity realisation process
- b. Procuring of land and finance
- c. Procuring of tenants, tenant co-ordination and tenant installations
- d. Drafting of appointment contracts for other members of the professional team

e. Project management services in relation to direct contractors engaged by the client, such as those engaged for furniture, fittings and equipment

f. Mediation, arbitration proceedings and similar services. Such services will commence upon the notification of a dispute or the initiation of such proceedings

g. All work arising out of the failure of any consultant, contractors, suppliers or other external party to perform its obligations

h. Services required in respect of damage to or destruction of the works, insurance matters, postponement or cancellation of agreements

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- i. Additional services resulting from changes by the client to previously issued instructions
 - j. Any other services not specifically incorporated in the identified scope of services mentioned in this document

♦ **Supplementary Services Pertaining to all Stages of the Project**

The following services are additional to the normal services provided by the construction project manager, and shall be performed by agreement between the construction project manager and the client. The agreement on scope of additional services and remuneration shall be in writing and should, if at all possible, be concluded before such additional services are rendered

- a. Appointment as agent in accordance with Regulation 4.(5) of the Construction Regulations 2003, issued in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to specifically ensure compliance in

terms thereof

- b. Procuring of land and finance
- c. Procuring of tenants, tenant co-ordination and tenant installations
- d. Drafting of non-standard contracts
- e. Project management services in relation to direct contractors engaged by the client, such as those engaged for furniture, fittings and equipment
- f. Mediation, arbitration and litigation proceedings and similar services.
- g. Where the client requires the construction project manager to, on his behalf, perform the services listed hereunder or similar work, the extent
- h. thereof and remuneration therefore is subject to agreement between the client and the construction project manager:
 - i. Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits
 - ii. Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings
 - iii. Officiating at or Attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree
- i. All work arising out of failure of any consultant, contractor, supplier or other external party to perform its obligations, provided that such failure is not due to default by the Construction Project Manager
- j. Services resulting from damages to or destruction of the works, insurance matters, postponement or cancellation of agreement
- k. Additional services resulting from the client changing previously issued instructions

k. Construction management

1. Calculation and certification of professional fees applicable to other professionals engaged by the client on the project

l. Any other services not specifically incorporated in this Guideline Scope of Services and Tariff of Fees for Registered Persons

♦ C3.4.4 DESCRIPTION OF THE SERVICES: QUANTITY SURVEYING

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No.49 of 2000):

STAGE 1 – INCEPTION

Typical Functions	Typical Deliverables
<ol style="list-style-type: none">1. Assisting in developing a clear project brief2. Attending project initiation meetings3. Advising on the procurement policy for the project4. Advising on other professional consultants and services required5. Defining the quantity surveyor's scope of work and services6. Concluding the terms of the client/quantity surveyor professional services agreement with the client7. Advising on economic factors affecting the project8. Advising on appropriate financial design criteria9. Providing necessary information within the agreed scope of the project to the other professional consultants	<ul style="list-style-type: none">• Agreed scope of work• Agreed services• Signed client/quantity surveyor professional services agreement

STAGE 2 - CONCEPT AND VIABILITY

Typical Functions	Typical Deliverables
<ol style="list-style-type: none">1. Agreeing the documentation programme with the principal consultant and other professional consultants2. Attending design and consultants' meetings3. Reviewing and evaluating design concepts and advising on viability in conjunction with the other professional consultants4. Receiving relevant data and cost estimates from the other professional consultants5. Preparing preliminary and elemental or equivalent estimates of construction cost6. Assisting the client in preparing a financial viability report	<ul style="list-style-type: none">• Preliminary estimate(s) of construction cost• Elemental or equivalent estimate(s) of construction cost• Space allocation audit for the project

STAGE 3 – DESIGN DEVELOPMENT

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Reviewing the documentation programme with the principal consultant and other professional consultants 2. Attending design and consultants' meetings 3. Reviewing and evaluating design and outline specifications and exercising cost control in conjunction with the other professional consultants 4. Receiving relevant data and cost estimates from the other professional consultants 5. Preparing detailed estimates of construction cost 6. Assisting the client in reviewing the financial viability report 7. Commenting on space and accommodation allowances and preparing an area schedule 8. Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants 	<ul style="list-style-type: none"> • Detailed estimate(s) of construction cost • Area schedule

STAGE 4 – DOCUMENTATION AND PROCUREMENT

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Attending design and consultants' meetings 2. Assisting the principal consultant in the formulation of the procurement strategy for contractors, subcontractors and suppliers 3. Reviewing working drawings for compliance with the approved budget of construction cost and/or financial viability 4. Preparing documentation for both principal and subcontract procurement 5. Assisting the principal consultant with calling of tenders and/or negotiation of prices 6. Assisting with financial evaluation of tenders 7. Assisting with preparation of contract documentation for signature 	<ul style="list-style-type: none"> • Budget of construction cost • Tender documentation • Financial evaluation of tenders • Priced contract documentation

STAGE 5 – CONSTRUCTION

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Attending the site handover 2. Preparing schedules of predicted cash flow 3. Preparing pro-active estimates for proposed variations for client decision-making 4. Attending regular site, technical and progress meetings 5. Adjudicating and resolving financial claims by the contractor(s) 6. Assisting in the resolution of contractual claims by the contractor(s) 7. Establishing and maintaining a financial control system 8. Preparing valuations for payment certificates to be issued by the principal agent 9. Preparing final account(s) including remeasurement(s) as required for the works on a progressive basis 	<ul style="list-style-type: none"> • Schedule(s) of predicted cash flow • Estimates for proposed variations • Financial control reports • Valuations for payment certificates • Progressive and draft final account(s)

STAGE 6 – CLOSE OUT

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> 1. Preparing valuations for payment certificates to be issued by the principal agent 2. Concluding final account(s) 	<ul style="list-style-type: none"> • Valuations for payment certificates • Final account(s)

C3.4.5 DESCRIPTION OF THE SERVICES: ARCHITECTURAL

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Architectural Profession Act, 2000 (Act 44 of 2000)

♦ STAGE 1 – INCEPTION

- a) Receive, appraise and report on the client's requirements with regard to the client's brief;
- b) Determine the site and rights and constraints;
- c) Determine budgetary constraints;
- d) Determine the need for consultants;
- e) Determine indicative project timelines;
- f) Determine methods of contracting; and
- g) whether other statutory authority applications are required or desirable.

♦ STAGE 2 – CONCEPT AND VIABILITY

- a) Prepare an initial design concept and advise on:

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- i the intended space provisions and planning relationships;
 - ii proposed materials and intended building services; and
 - iii the technical and functional characteristics of the design.
- b) Check for conformity of the concept with the rights to the use of the land.
 - c) Consult with local and statutory authorities.
 - d) Review the anticipated costs of the project.
 - e) Review the project programme.

♦ **STAGE 3: DESIGN DEVELOPMENT**

- a) Develop all aspects of the design from concept to full development including, but not limited to, construction systems, materials, fittings, and finishes selections;
- b) Review the programme and budget with the client, principal consultant or other consultants;
- c) Coordinate other consultants designs into building design;
- d) Prepare design development drawings including drafting technical details and material specifications;
- e) Discuss and agree on the building plan application and approval requirements with the local authority;

♦ **STAGE 4: DOCUMENTATION AND PROCUREMENT**
STAGE 4.1

- a) Prepare documentation required for local authority building plan application submission;
- b) Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission;
- c) Review the costing and programme with the consultants;
- d) Obtain the client's authority and submit documents for approval at the local authority.

♦ **STAGE 4.2**

- a) Prepare specifications for the works;
- b) Complete technical documentation sufficient for tender;
- c) Obtain offers for the execution of the works;
- d) Evaluate offers, and recommend a successful tenderer for appointment;
- e) Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer;
- f) Complete all remaining technical and construction documentation and coordinate same with the consultants;

♦ **STAGE 5: CONSTRUCTION**

- a) Administer the building contract;
- b) Give possession of the site to the contractor;
- c) Issue construction documentation;
- d) Review sub-contractor designs, shop drawings and documentation for conformity of design intent;

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- e) Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards;
 - f) Administer and perform the duties and obligations assigned to the principal agent in the building contract;
 - g) Manage the completion process of the project;
 - h) Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate.

♦ **STAGE 6: CLOSE-OUT**

- a) Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover and operational manual of the project.
- b) When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificates related to the contract completion.
- c) Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and subcontractors.

♦ **ADDITIONAL SERVICES**

The following non exhaustive services are additional to the standard service and qualify for additional fees and these services may be added individually or in varying combinations, and shall be provided by prior agreement between the client and the architectural professional:

♦ **SPECIAL DESIGN SERVICES**

The preparation of special designs within, or in relation to, the facilities which are contemplated in a standard service, may include the following:

- i. Rational design and Green Star design; participation in the preparation of rational designs and green star design and document format conversion of other consultants' designs;
- ii. Town-planning and/or urban design including participation in the application for the establishment and/or amendment of regional and local town-planning and urban design schemes and the amendment of title conditions, negotiations with interest groups and authorities;
- iii. Sectional titles plans, submissions, alteration and registration;
- iv. Master planning — defining and planning the layout of future development of buildings and/or services on the same site;
- v. Landscape design — participation in landscape planning and construction;
- vi. Interior design — the design of interiors and the selection of furnishings, fixtures and special finishes;
- vii. Specialized equipment lay-out and consequential coordination requirements;
- viii. Liaison with special designers and specialist consultants;
- ix. Purpose-made items: the design and documentation of purpose made items;
- x. Promotional material, art work and immersive digital experiences, participation in the preparation of promotional material;
- xi. Plant operation and production layouts, participation in the definition of plant operation layouts;
- xii. Building Information Modelling (BIM) services beyond design and construction documentation. This includes BIM services intended for asset maintenance and/or facilities management.

♦ **SPECIAL MANAGEMENT SERVICES**

- a) Elaboration of architectural professionals' services including inter alia:

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- i. the preparation of broad project parameters;
 - ii. project scope statements;
 - iii. project milestones;
 - iv. budget and cash-flow forecasts;
 - v. tender enquiry documentation;
 - vi. contractor and supplier selection;
 - vii. adjudication and tender awards;
 - viii. progress status monitoring;
 - ix. variations management;
 - x. quality management over and above the industry norms;
 - xi. communication management;
 - xii. payment processing and
 - xiii. final account close-outs.
- b) Cost and valuation services: participation in the administration of costs and payments where a quantity surveyor has not been appointed.
 - c) Special inspections: more intensive inspections and assessment of the works than the norm for assessing compliance with specifications and design intent.
 - d) Special Project Management Functions: more extensive project management of the works than the norm for complex projects, including the preparation of the BIM protocol document and the management thereof.

♦ **SPECIAL STUDIES**

- a) Preparation of the client's brief — assist the client in the preparation of his requirements with regard to the purpose, scope, use and operation of the project;
- b) Site selection —research the suitability and location of a site for a proposed project;
- c) Feasibility studies — participation in technical and/or economic feasibility studies;
- d) Environmental studies —participation in environmental studies;
- e) Energy analysis, studies and planning – Green Star Ratings;
- f) Market surveys — participation in market surveys;
- g) Traffic studies — participation in traffic-flow studies.
- h) Drone studies; specialised photography for technical application and marketing material.
- i) Specialist survey- Point Cloud and Liddar Survey
- j) As built measured survey- required for verification of portions of construction undertaken during the works

♦ **SPECIAL SUBMISSIONS TO STATUTORY AUTHORITIES**

- a) Land Use;
- b) Environment;
- c) Heritage;
- d) Trading Licences/Liquor Licences etc.

♦ **WORK ON EXISTING PREMISES**

- a) Surveys and inspections — inspect, survey, measure and prepare documentation of existing premises, with other consultants as needed;
- b) Restorations and renovations — services in connection with work on existing buildings;
- c) Heritage sites — services in connection with work on heritage buildings, structures and sites;
- d) Services in connection with demolition permits of existing buildings and structures.

♦ **OTHER SERVICES**

- a) Participation in litigation and dispute resolution (where a concurrent service is provided);
- b) Additional services as may be mutually agreed on.
- c) Componentisation of assets and compilation of the HV template in order to capitalise projects successfully.

C3.4.6 DESCRIPTION OF THE SERVICES: LANDSCAPE ARCHITECTURAL

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Landscape Architectural Profession Act, 2000 (Act 45 of 2000)

Landscape architecture contributes to a wide range of projects within and allied to the built environment professions. Projects could be from the level of landscape master planning right through to detail design and implementation of the landscape. The projects range from institutional projects (public sector) to corporate (private sector). recreational and sports facilities (both public and private sectors), urban and rural facilities (mostly public sector), transport facilities (public sector), urban planning (mostly public sector), landscape restoration and rehabilitation, nature and game parks (public and private sectors) and house gardens(private sector). Below follows a detailed overview of the projects that the landscape architectural profession typically gets involved in.

sector). Below follows a detailed overview of the projects that the landscape architectural profession typically gets involved in.

Institutional and corporate	
<ul style="list-style-type: none"> Correctional facilities Religious/spiritual grounds College and university campuses Hospitals and clinics Public buildings Schools Libraries Sewerage Works Public squares 	<ul style="list-style-type: none"> Roof gardens Museums Wine estates Historical gardens Farms yards Marinas Casinos Landfill sites
Recreation and Sport	
<ul style="list-style-type: none"> Golf Courses Sports fields with services Sports fields without services Sports Centres Stadia 	<ul style="list-style-type: none"> Caravan Parks Camping facilities Chalet sites Urban trails Marinas
Urban and Rural Facilities	
<ul style="list-style-type: none"> Parks with services Parks without services Playgrounds Cemeteries 	<ul style="list-style-type: none"> Show grounds Public squares Exhibit spaces
Transportation	
<ul style="list-style-type: none"> Modal interchange nodes Airports and air strips Streetscaping Roads and highways 	<ul style="list-style-type: none"> Parking areas Sidewalks Cycle ways Ranks and terminals
Urban planning	
<ul style="list-style-type: none"> Townships Industrial townships Estate planning Industrial and commercial sites Office parks Shopping centres Hotel sites 	<ul style="list-style-type: none"> Courtyards Golf Course Estates Low cost housing Marinas Roof gardens Casinos
Landscape restoration and rehabilitation	
<ul style="list-style-type: none"> Mining operations Quarries and borrow pits Road reserves 	<ul style="list-style-type: none"> Derelict land Landfill sites
Nature and game parks	
<ul style="list-style-type: none"> Camping areas Rest camps Caravan Parks 	<ul style="list-style-type: none"> Chalet sites Trails
Detail elements	
<ul style="list-style-type: none"> Street furniture design Landscape Structures 	<ul style="list-style-type: none"> Public art

For the projects listed above, either Landscape Master Planning or Landscape Sketch planning services are generally undertaken by the landscape architectural professionals.

Complementary projects and services

These listed services are associated with the landscape architectural profession and are either undertaken by a Professional Landscape Architect himself/herself or with the assistance of other landscape architectural professionals.

Procurement of plants

Projects that take place in sensitive environments, or that have specific planting requirements in terms of the legally binding environmental approvals or that are of a very large scale often require the assistance of landscape architects to source and secure plants for the project. The role of the landscape architect would include the preparation of the planting palette, the sourcing of the identified plants in terms of quality and quantity and potentially assisting in setting up the specifications for the establishment of an on or off site nursery. Regular inspections of the nursery follow until the plants are delivered to site. This function is also at times fulfilled by the landscape contractors and plant brokers.

Facilitation and co-ordination of the incorporation of public art

Often public projects in particular require the inclusion of art work in the landscape. The role of the landscape architect would be to source artists who can undertake the artwork, deal with the contractual aspects on behalf of the client and facilitate the integration of the construction of the art work into the overall project programme. Within this sphere of involvement, there are art brokers or public art consultants that also fulfil this role.

Preparation of Landscape Maintenance Specifications and auditing thereof

The preparation of Landscape Maintenance Specifications and auditing thereof is a service typically undertaken by landscape architects to assist facilities managers. This involves assisting with the preparation of the landscape maintenance specifications, drawing up the tender documentation together with the client, going out to tender, adjudicating the tenders and making a recommendation to the facilities manager in term of whom to appoint. Once the landscape maintenance contractor is appointed, the landscape architect assists the client in evaluating the performance of the landscape maintenance contractor by undertaking regular audits. This function can at times be undertaken by landscape contractors.

♦ C3.4.7 DESCRIPTION OF THE SERVICES: LAND SURVEYOR

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Geomatics Profession Act, 2013 (Act 19 of 2013)

- (a) Geomatics and the geomatics profession are areas of expertise which involve one or more of the following activities which may occur on, above or below the surface of the land or the sea:
 - (i) The determination of the size and shape of the earth and the measurement and recording of all data needed to define the size, position, shape and contour of any part of the earth;
 - (ii) the spatial positioning of objects and the positioning and monitoring of physical features, structures and engineering works;
 - (iii) the planning and determination of the position of the boundaries of land and of rights in land, for the purposes of registration of such land and rights in terms of applicable legislation;
 - (iv) the design, establishment and administration of geographic information systems and the collection, storage, analysis, visualisation and management of geo-spatial information;
 - (v) the measurement of land, mineral and marine resources; and

such other activity as may This includes the determination of the original boundaries based on the physical and mathematical evidence available, the writing of the reports justifying his or her decision and the physical survey of these properties and must include a reasonable mix of both urban and rural situations.

Control Survey Network

High order network of control survey points. To include the planning, reconnaissance, specifications, measurement and adjustment. A three-dimensional network to be included.

Town Planning and Conveyancing

To include the preparation and drafting of the documents necessary to make application for consent to subdivide or consolidate, to apply to amend a town planning scheme, as well as a reasonable exposure to and an understanding of the registration process.

Sectional Title Surveys

Including the physical survey of the building and the sections (excluding the re-establishment of the site boundaries), the preparation of sheet 1 and the determination of the participation quota schedule

Engineering Surveys

Including topographical, staking, setting out and precise the engineering surveys as well as volume determinations.

Office of the Surveyor-General

To include work in the various departments as the Surveyor General may deem fit.

C3.4.8 DESCRIPTION OF THE SERVICES: TOWN PLANNER

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Planning Profession Act, 2013 (Act 36 of 2002)

Categories of Planning work

The following more detailed categories of planning work (land development and land use applications) are evident from various adopted by-laws of municipalities which, in turn, derive their status from the aforesaid provisions of SPLUMA and the relevant Regulations:

CATEGORY 1: LAND DEVELOPMENT APPLICATIONS

- (a) An application for amendment of the provisions of the town planning or land use scheme (by rezoning).
- (b) An application for the amendment and/or removal of restrictive conditions of title, servitudes or reservations (with regard to land development matters).
- (c) An application for consent of a municipality to use land as contemplated in a land use or town planning scheme, or an application to depart from or relax the provisions of a town planning or land use scheme, title deed or similar instrument.
- (d) An application for consent of a municipality to use land as contemplated in a condition of title, condition of township establishment or similar provision.
- (e) An application for township establishment and/or the extension of boundaries of an existing township.
- (f) An application to divide an approved township into different phases (different township extensions), to be proclaimed and developed independently.
- (g) An application for subdivision of urban land (an erf or erven in a proclaimed township) not expressly provided for in a land use scheme, which application may include the simultaneous consolidation of two (2) or more of such erven.
- (h) An application for subdivision of urban land (an erf or erven in a proclaimed township) expressly provided for in a land use scheme, which application may include the simultaneous consolidation of two (2) or more of such erven.
- (i) An application for subdivision of land held under farm title or as an agricultural holding, which application may include the simultaneous consolidation of two (2) or more such properties.
- (j) An application for the consolidation of different pieces of land (either urban, farm land or agricultural holdings) as a separate matter (not linked to the simultaneous subdivision of the same land components).
- (k) An application for the alteration, amendment or cancellation (either wholly or in part) of a general plan of a township.
- (l) An application for consent to use land or to depart from or relax any land use management provision in terms of any applicable provincial or national law.

(m) An application to permanently close a public place (street, square or park).

(n) An application to motivate an amendment of the provisions of an adopted spatial development framework or adopted policy of a municipality pertaining to spatial planning and land use management matters in support of a land development application.

The aforesaid generic categories of land development applications appear to be common to most (if not all) municipal by-laws on spatial planning and land use management matters. As a result, such applications will form the core of the guidelines on the calculation of professional fees for each such service to be rendered by a Professional Planner or Technical Planner.

Whereas the municipal by-laws and SPLUMA do not specifically define the matters described hereunder, a number of implied categories of planning profession work come to the fore in the context of the adopted by-laws namely:

CATEGORY 2: SPATIAL PLANNING AND LAND USE MANAGEMENT INVESTMENTS

- (a) The preparation of a spatial development framework or land development policy guidelines on instruction from a municipality or other authority, including the preparation of policy guidelines on any matter relevant to spatial planning and land use management.
- (b) The preparation of a new or revised land use or town planning scheme under instruction from a municipality or other authority.
- (c) The preparation of a site development plan or similar illustrative plan for one or more properties to accompany a land development application or for other purposes, as may be required by the municipality or other authority.

In addition to the categories of work which stem from SPLUMA and the municipal by-laws (either directly or implied), a Professional Planner or Technical Planner may, from time to time, also be required to attend to the following categories of work for which professional fees require to be calculated namely:

CATEGORY 3: MISCELLANEOUS PLANNING WORK

- (a) The preparation for and attendance at a hearing conducted by a municipal planning tribunal or appeal authority or similar body, to represent a client in the event of a disputed land development application or for whatever other reason.
- (b) Participation as an expert witness in court proceedings or arbitration proceedings or similar and the preparation of an expert summary of professional opinion regarding matters which may be broadly described as falling within the realm of spatial planning or land use management matters.
- (c) Providing general spatial planning and land use management advice to an instructing client which may include the conducting of due diligence investigations or investigations regarding the potential feasibility of an intended land development project.
- (d) Providing project co-ordinating services by representing the client as co-ordinator of the involvement of a number of consultants/specialists forming part of the professional team appointed by the client to attend to a land development project.
- (e) Certifying and / or verifying work and / or documentation with regards to compliance with ruling planning legislation.

Collectively, the aforesaid categories describe the tasks which may be executed by professional planners or technical planners upon receiving instructions from a client and for which purpose professional fees require to be calculated and charged. It is in this context that the proposed guidelines for the calculation of professional fees for each of the aforesaid categories of work is set out.

Nature of the work to be performed:

STRATEGIC PLANNING AND CO-ORDINATION OF NATIONAL SPATIAL PLANS AND SPATIAL FRAMEWORKS

Human settlements, which include housing and urbanisation

National spatial frameworks

STRATEGIC PLANNING AND CO-ORDINATION OF REGIONAL SPATIAL PLANS AND SPATIAL FRAMEWORKS

Preparing regional spatial frameworks

STRATEGIC PLANNING AND CO-ORDINATION OF SUB-REGIONAL SPATIAL PLANS AND SPATIAL FRAMEWORKS

Preparing sub-regional spatial plans and spatial frameworks

STRATEGIC PLANNING AND CO-ORDINATION OF SPATIAL PLANS AND SPATIAL FRAMEWORKS AT MUNICIPAL LEVEL, INCLUDING CATEGORY A, B AND C MUNICIPALITIES

Preparation of spatial development frameworks Physical planning of a single municipal area Physical planning of functionally interrelated areas Arrangement of land uses Intensity of land uses

STRATEGIC PLANNING AND CO-ORDINATION OF LOCAL SPATIAL PLANS AND SPATIAL FRAMEWORKS

Land use and spatial arrangement of local activities

PLANNING SURVEYS, ANALYSES AND/OR POLICY FORMULATION

Land use planning and policy formulation

LAYOUT-, TOWNSHIP- AND LAND DEVELOPMENT PLANS

Preparation of layout-, township-and .development plans

Proposed layouts for land uses

Land development applications for projects which are not in accordance with approved plans and policies

Redevelopment or urban renewal schemes

DEVELOPMENT EVALUATION

Evaluation of spatial implications of development proposals

PLANNING ADMINISTRATION AND IMPLEMENTATION HOUSING

Integrated planning of housing and ancillary land uses

LAND USE MANAGEMENT

Formulation and amendment of land use management systems and policies Defining and demarcating of specified use zones including amendments

Upgrading of existing settlements Design of urban development

Investigation of the physical form of buildings and the space between buildings

Planning of access roads

Investigation of the technical implications of services and infrastructure Solving questions relating to feasibility, design standards and site valuation Considering land use relationships between buildings

Preparation of site development plans

Preparation of targeted business plans, budgets and programmes for development

Leading a multi-disciplinary team to guide a development project

Formulation of planning legislation, regulations or any other statutory instruments

- (o) An application for the alteration, amendment or cancellation (either wholly or in part) of a general plan of a township.
- (p) An application for consent to use land or to depart from or relax any land use management provision in terms of any applicable provincial or national law.
- (q) An application to permanently close a public place (street, square or park).
- (r) An application to motivate an amendment of the provisions of an adopted spatial development framework or adopted policy of a municipality pertaining to spatial planning and land use management matters in support of a land development application.

The aforesaid generic categories of land development applications appear to be common to most (if not all)

municipal by-laws on spatial planning and land use management matters. As a result, such applications will form the core of the guidelines on the calculation of professional fees for each such service to be rendered by a Professional Planner or Technical Planner.

Whereas the municipal by-laws and SPLUMA do not specifically define the matters described hereunder, a number of implied categories of planning profession work come to the fore in the context of the adopted by-laws namely:

CATEGORY 2: SPATIAL PLANNING AND LAND USE MANAGEMENT INVESTMENTS

- (d) The preparation of a spatial development framework or land development policy guidelines on instruction from a municipality or other authority, including the preparation of policy guidelines on any matter relevant to spatial planning and land use management.
- (e) The preparation of a new or revised land use or town planning scheme under instruction from a municipality or other authority.
- (f) The preparation of a site development plan or similar illustrative plan for one or more properties to accompany a land development application or for other purposes, as may be required by the municipality or other authority.

In addition to the categories of work which stem from SPLUMA and the municipal by-laws (either directly or implied), a Professional Planner or Technical Planner may, from time to time, also be required to attend to the following categories of work for which professional fees require to be calculated namely:

CATEGORY 3: MISCELLANEOUS PLANNING WORK

- (f) The preparation for and attendance at a hearing conducted by a municipal planning tribunal or appeal authority or similar body, to represent a client in the event of a disputed land development application or for whatever other reason.
- (g) Participation as an expert witness in court proceedings or arbitration proceedings or similar and the preparation of an expert summary of professional opinion regarding matters which may be broadly described as falling within the realm of spatial planning or land use management matters.
- (h) Providing general spatial planning and land use management advice to an instructing client which may include the conducting of due diligence investigations or investigations regarding the potential feasibility of an intended land development project.
- (i) Providing project co-ordinating services by representing the client as co-ordinator of the involvement of a number of consultants/specialists forming part of the professional team appointed by the client to attend to a land development project.
- (j) Certifying and / or verifying work and / or documentation with regards to compliance with ruling planning legislation.

Collectively, the aforesaid categories describe the tasks which may be executed by professional planners or technical planners upon receiving instructions from a client and for which purpose professional fees require to be calculated and charged. It is in this context that the proposed guidelines for the calculation of professional fees for each of the aforesaid categories of work is set out.

Nature of the work to be performed:

STRATEGIC PLANNING AND CO-ORDINATION OF NATIONAL SPATIAL PLANS AND SPATIAL FRAMEWORKS

Human settlements, which include housing and urbanisation

National spatial frameworks

STRATEGIC PLANNING AND CO-ORDINATION OF REGIONAL SPATIAL PLANS AND SPATIAL FRAMEWORKS

Preparing regional spatial frameworks

STRATEGIC PLANNING AND CO-ORDINATION OF SUB-REGIONAL SPATIAL PLANS AND SPATIAL FRAMEWORKS

Preparing sub-regional spatial plans and spatial frameworks

STRATEGIC PLANNING AND CO-ORDINATION OF SPATIAL PLANS AND SPATIAL FRAMEWORKS AT MUNICIPAL LEVEL, INCLUDING CATEGORY A, B AND C MUNICIPALITIES

Preparation of spatial development frameworks

Physical planning of a single municipal area

Physical planning of functionally interrelated areas Arrangement of land uses

Intensity of land uses

STRATEGIC PLANNING AND CO-ORDINATION OF LOCAL SPATIAL PLANS AND SPATIAL FRAMEWORKS

Land use and spatial arrangement of local activities

PLANNING SURVEYS, ANALYSES AND/OR POLICY FORMULATION

Land use planning and policy formulation

LAYOUT-, TOWNSHIP- AND LAND DEVELOPMENT PLANS

Preparation of layout-, township-and .development plans

Proposed layouts for land uses

Land development applications for projects which are not in accordance with approved plans and policies

Redevelopment or urban renewal schemes

DEVELOPMENT EVALUATION

Evaluation of spatial implications of development proposals

PLANNING ADMINISTRATION AND IMPLEMENTATION HOUSING

Integrated planning of housing and ancillary land uses

LAND USE MANAGEMENT

Formulation and amendment of land use management systems and policies

Defining and demarcating of specified use zones including amendments

Upgrading of existing settlements

Design of urban development

Investigation of the physical form of buildings and the space between buildings

Planning of access roads

Investigation of the technical implications of services and infrastructure

Solving questions relating to feasibility, design standards and site valuation

Considering land use relationships between buildings

Preparation of site development plans

Preparation of targeted business plans, budgets and programmes for development Leading a multi-disciplinary team to guide a development project

Formulation of planning legislation, regulations or any other statutory instrument.

CRITERIA FOR EVALUATION

This tender process will be evaluated based on the 80/20 points system (**80 Points and 20 for Specific Goals**) in line with the PPPFA, PPR 2022, Supply Chain Management Policy of WRDM and National Treasury guidelines.

Functionality Evaluation

Bidders who obtain **less than 60 out of 100 points in each area of expertise** in terms of functionality evaluation will be eliminated from further evaluation. WRDM will reserve the right to confirm the information given with other companies mentioned in bidders' documents. The evaluation will be based on the following:

FUNCTIONALITY EVALUATION CRITERIA	SCORES	TOTAL POINTS
AREA 1: COMPANY EXPERIENCE (TOWN PLANNING)	50	
Company's experience in terms of the number of projects	50	
<p>Bidder must demonstrate experience in executing projects of this nature. Bidder must have successfully done a minimum of 3 projects</p> <p>Below 3 = 0 3 - 5 Projects = 30 6 - 8 Projects = 40 9 Projects and above = 50</p> <p>(Please list all relevant projects as per Annexure A and attach Appointment Letters and associated Reference Letters)</p>		
PERSONNEL EXPERTISE	50	
Qualified Professional Town Planner	30	
Qualifications and Professional Registration (Pre-requisite)	10	
<p>Qualified Town Planner (Minimum BSc Degree/BTech in Town Planning. Current registration with Professional Body (SACPLAN). Bidders must attach certified copies of certificates/qualifications.</p>		
RELEVANT EXPERIENCE	20	
<p>Managing, coordinating Town Planning projects and Professionals and Town Planning skills. Relevant experience and competence in a number of similar projects previously managed (minimum of 3 projects)</p> <p>Below 3 projects = 0 3 – 5 Projects = 10 6 – 8 Projects = 15 9 Projects and above 20</p> <p>Bidders must attach a CV indicating experience with contactable references and the role in their projects.</p> <p>(The Leader in Town Planning Projects of similar nature/ scope of the project must list all current and previous projects undertaken on Annexure B)</p>		

Qualified Town Planner	20	
Qualifications and Registration (Pre-requisite)	5	

Qualified Town Planner (Minimum BSc Degree/BTech. in Town Planning. Current registration with Professional Body (SACPLAN). Bidders must attach certified copies of certificates/ qualifications.		
RELEVANT EXPERIENCE	15	
Relevant experience in similar projects previously managed (minimum of 3 projects) Below 3 projects = 0 3 - 5 projects = 5 6 - 8 projects = 10 9 projects and above = 15 (Attach CV indicating relevant (similar) experience and competence in Town Planning projects of similar nature/Project Scope)		
TOTAL POINTS	100	

NB: Bidders who fail to provide supporting and relevant information in under the pre-requisite requirement will be automatically disqualified from further evaluation.

FUNCTIONALITY EVALUATION CRITERIA	SCORES	TOTAL POINTS
AREA 2 : COMPANY EXPERIENCE (QUANTITY SURVEYING)	50	
Company's experience in terms of the number of projects	50	
<p>Bidder must demonstrate experience in executing projects of this nature. Bidder must have successfully done a minimum of 3 projects</p> <p>Below 3 = 0 3 - 5 Projects = 30 6 - 8 Projects = 40 9 Projects and above = 50</p> <p>(Please list all relevant projects as per Annexure A and attach Appointment Letters and associated Reference Letters)</p>		
PERSONNEL EXPERTISE	50	
Qualified Professional Quantity Surveyor	30	
Qualifications and Professional Registration (Pre-requisite)	10	
<p>Qualified Quantity Surveyor (Minimum BSc Degree/BTech in Quantity Surveying. Current registration with Professional Body (ASAQS). Bidders must attach certified copies of certificates/qualifications.</p>		
RELEVANT EXPERIENCE (PERSONNEL EXPERTISE)	20	
<p>Managing, coordinating Quantity Surveying projects and Professionals and Quantity Surveying skills.</p> <p>Relevant experience and competence in a number of similar projects previously managed (minimum of 3 projects).</p> <p>Below 3 projects = 0 3 – 5 Projects = 10 6 – 8 Projects = 15 9 Projects and above 20</p> <p>Bidders must attach a CV indicating experience with contactable references and their role in the projects.</p> <p>(The leader in Quantity Surveying Projects of similar nature/ scope of the project must list all current and previous projects undertaken on Annexure B)</p>		

Qualified Quantity Surveyor	20	
Qualifications and Registration (Pre-requisite)	5	
Qualified Quantity Surveyor (Minimum BSc Degree/BTech. in Quantity Surveying. Current registration with Professional Body (ASAQS). Bidders must attach certified copies of certificates/ qualifications.		
RELEVANT EXPERIENCE	15	
Relevant experience in similar projects previously managed (minimum of 3 projects) Below 3 projects = 0 3 - 5 projects = 5 6 - 8 projects = 10 9 projects and above = 15 (Attach a CV indicating relevant (similar) experience and competence in Quantity Surveying projects of similar nature/Project Scope)		
TOTAL POINTS	100	

NB: Bidders who fail to provide supporting and relevant information in under the pre-requisite requirement will be automatically disqualified from further evaluation.

FUNCTIONALITY EVALUATION CRITERIA	SCORES	TOTAL POINTS
AREA 3: COMPANY EXPERIENCE (PROJECT MANAGEMENT)	50	
Company's experience in terms of the number of projects	50	
<p>Bidder must demonstrate experience in executing projects of this nature. Bidder must have successfully done a minimum of 3 projects</p> <p>Below 3 = 0 3 - 5 Projects = 30 6 - 8 Projects = 40 9 Projects and above = 50</p> <p>(Please list all relevant projects as per Annexure A and attach Appointment Letters and associated Reference Letters)</p>		
PERSONNEL EXPERTISE	50	
Qualified Professional Project Manager	30	
Qualifications and Professional Registration (Pre-requisite)	10	
<p>Qualified Project Manager (Minimum BSc Degree/BTech. Project Management. Current registration with Professional Body (SACPCMP). Bidders must attach certified copies of certificates/ qualifications.</p>		
RELEVANT EXPERIENCE	20	
<p>Managing, coordinating Civil Engineering projects and Professionals and Project Management skills.</p> <p>Relevant experience and competence in a number of similar projects previously managed (minimum of 3 projects)</p> <p>Below 3 projects = 0 3 – 5 Projects = 10 6 – 8 Projects = 15 9 Projects and above 20</p> <p>Bidders must attach a CV indicating experience with contactable references and the role in their projects.</p> <p>(The leader in Civil Engineering Projects of a similar nature/ scope of the project must list all current and previous projects undertaken on Annexure B)</p>		

Qualified Project Manager	20	
Qualifications and Registration (Pre-requisite)	5	

Qualified Project Manager (Minimum BSc Degree/BTech. Project Management. Current registration with Professional Body (SACPCMP). Bidders must attach certified copies of certificates/qualifications.		
RELEVANT EXPERIENCE	15	
Relevant experience in similar projects previously managed (minimum of 3 projects) Below 3 projects = 0 3 - 5 projects = 5 6 - 8 projects = 10 9 projects and above = 15 (Attach a CV indicating relevant (similar) experience and competence in Project Management projects of similar nature/Project Scope)		
TOTAL POINTS	100	

NB: Bidders who fail to provide supporting and relevant information in under the pre-requisite requirement will be automatically disqualified from further evaluation.

FUNCTIONALITY EVALUATION CRITERIA	SCORES	TOTAL POINTS
AREA 4: COMPANY EXPERIENCE (LAND SURVEYING)	50	
Company's experience in terms of the number of projects	50	
<p>Bidder must demonstrate experience in executing projects of this nature. Bidder must have successfully done a minimum of 3 projects</p> <p>Below 3 = 0 3 - 5 Projects = 30 6 - 8 Projects = 40 9 Projects and above = 50</p> <p>(Please list all relevant projects as per Annexure A and attach Appointment Letters and associated Reference Letters)</p>		
PERSONNEL EXPERTISE	50	
Qualified Professional Land Surveyor	30	
Qualifications and Professional Registration (Pre-requisite)	10	
<p>Qualified Land Surveyor (Minimum BSc Degree/BTech in Land Surveying. Current registration with Professional Body (SAGC). Bidders must attach certified copies of certificates/qualifications.</p>		
RELEVANT EXPERIENCE (PERSONNEL EXPERTISE)	20	
<p>Managing, coordinating Town Planning projects and Professionals and Town Planning skills.</p> <p>Relevant experience and competence in a number of similar projects previously managed (minimum of 3 projects)</p> <p>Below 3 projects = 0 3 – 5 Projects = 10 6 – 8 Projects = 15 9 Projects and above 20</p> <p>Bidders must attach a CV indicating experience with contactable references and the role in their projects.</p> <p>(The leader in Land Surveying Projects of a similar nature/ scope must list all current and previous projects undertaken in Annexure B)</p>		

Qualified Land Surveyor	20	
Qualifications and Registration (Pre-requisite)	5	
Qualified Land Surveyor (Minimum BSc Degree/BTech. in Quantity Surveying. Current registration with Professional Body (SAGC). Bidders must attach certified copies of certificates/qualifications.		
RELEVANT EXPERIENCE	15	
Relevant experience in similar projects previously managed (minimum of 3 projects) Below 3 projects = 0 3 - 5 projects = 5 6 - 8 projects = 10 9 projects and above = 15 (Attach a CV indicating relevant (similar) experience and competence in Land Surveying projects of a similar nature/Project Scope)		
TOTAL POINTS	100	

NB: Bidders who fail to provide supporting and relevant information in under the pre-requisite requirement will be automatically disqualified from further evaluation.

FUNCTIONALITY EVALUATION CRITERIA	SCORES	TOTAL POINTS
AREA 5: COMPANY EXPERIENCE (LAND ARCHITECTURE)	50	
Company's experience in terms of the number of projects	50	
<p>Bidder must demonstrate experience in executing projects of this nature. Bidder must have successfully done a minimum of 3 projects</p> <p>Below 3 = 0 3 - 5 Projects = 30 6 - 8 Projects = 40 9 Projects and above = 50</p> <p>(Please list all relevant projects as per Annexure A and attach Appointment Letters and associated Reference Letters)</p>		
PERSONNEL EXPERTISE	50	
Qualified Professional Land Architect	30	
Qualifications and Professional Registration (Pre-requisite)	10	
<p>Qualified Land Architect (Minimum BSc Degree/BTech in Land Architectural studies. Current registration with Professional Body (SACLAP).</p> <p>Bidders must attach certified copies of certificates/qualifications.</p>		
RELEVANT EXPERIENCE (PERSONNEL EXPERTISE)	20	
<p>Managing, coordinating Land Architectural projects and Professionals and Land Architectural skills</p> <p>Relevant experience and competence in a number of similar projects previously managed (minimum of 3 projects).</p> <p>Below 3 projects = 0 3 – 5 Projects = 10 6 – 8 Projects = 15 9 Projects and above 20</p> <p>Bidders must attach a CV indicating experience with contactable references and the role in their projects.</p> <p>(The Leader in Land Architectural Projects of a similar nature/ scope of the project must list all current and previous projects undertaken on Annexure B)</p>		

Qualified Land Architect	20	
Qualifications and Registration (Pre-requisite)	5	
Qualified Land Architect (Minimum BSc Degree/BTech. in Land Architect. Current registration with Professional Body (SACLAP). Bidders must attach certified copies of SAQA-accredited certificates/qualifications.		
RELEVANT EXPERIENCE	15	
Relevant experience in similar projects previously managed (minimum of 3 projects) Below 3 projects = 0 3 - 5 projects = 5 6 - 8 projects = 10 9 projects and above = 15 (Attach a CV indicating relevant (similar) experience and competence in Land Architectural projects of similar nature/Project Scope)		
TOTAL POINTS	100	

NB: Bidders who fail to provide supporting and relevant information in under the pre-requisite requirement will be automatically disqualified from further evaluation.

FUNCTIONALITY EVALUATION CRITERIA	SCORES	TOTAL POINTS
AREA 6: COMPANY EXPERIENCE (GEOTECHNICAL ENGINEERING)	50	
Company's experience in terms of the number of projects	50	
<p>Bidder must demonstrate experience in executing projects of this nature. Bidder must have successfully done a minimum of 3 projects</p> <p>Below 3 = 0 3 - 5 Projects = 30 6 - 8 Projects = 40 9 Projects and above = 50</p> <p>(Please list all relevant projects as per Annexure A and attach Appointment Letters and associated Reference Letters)</p>		
PERSONNEL EXPERTISE	50	
Qualified Professional Geotechnical Engineer	30	
Qualifications and Professional Registration (Pre-requisite)	10	
<p>Qualified Geotechnical Engineer (Minimum BSc Degree/BTech in Geotechnical Engineering. Current registration with Professional Body (SAICE/ ISSMGE).</p> <p>Bidders must attach certified copies of certificates/qualifications</p>		
RELEVANT EXPERIENCE(PERSONNEL EXPERTISE)	20	
<p>Managing, coordinating Geotechnical Engineering projects and Professionals and Geotechnical Engineering skills.</p> <p>Relevant experience and competence in a number of similar projects previously managed (minimum of 3 projects).</p> <p>Below 3 projects = 0 3 – 5 Projects = 10 6 – 8 Projects = 15 9 Projects and above 20</p> <p>Bidders must attach a CV indicating experience with contactable references and the role in their projects.</p> <p>(The leader in Geotechnical Engineering Projects of similar nature/ scope of the project must list all current and previous projects undertaken on Annexure B)</p>		

Qualified Geotechnical Engineer	20	
Qualifications and Registration (Pre-requisite)	5	
Qualified Geotechnical Engineering (Minimum BSc Degree/BTech. in Geotechnical Engineering. Current registration with Professional Body (SAICE/ISSMGE). Bidders must attach certified copies of certificates/qualifications.		
RELEVANT EXPERIENCE	15	
Relevant experience in similar projects previously managed (minimum of 3 projects) Below 3 projects = 0 3 - 5 projects = 5 6 - 8 projects = 10 9 projects and above = 15 (Attach a CV indicating relevant (similar) experience and competence in Geotechnical Engineering projects of similar nature/Project Scope)		
TOTAL POINTS	100	

NB: Bidders who fail to provide supporting and relevant information in under the pre-requisite requirement will be automatically disqualified from further evaluation.

FUNCTIONALITY EVALUATION CRITERIA (ARCHTECT)	SCORES	TOTAL POINTS
AREA 7: COMPANY EXPERIENCE (ARCHITECTURE)	50	
Company's experience in terms of the number of projects	50	
<p>Bidder must demonstrate experience in executing projects of this nature. Bidder must have successfully done a minimum of 3 projects</p> <p>Below 3 = 0 3 - 5 Projects = 30 6 - 8 Projects = 40 9 Projects and above = 50</p> <p>(Please list all relevant projects as per Annexure A and attach Appointment Letters and associated Reference Letters)</p>		
PERSONNEL EXPERTISE	50	
Qualified Professional Architect	30	
Qualifications and Professional Registration (Pre-requisite)	10	
<p>Qualified Architect (Minimum BSc Degree/BTech in Architectural studies. Current registration with a Professional Body (SACAP). Bidders must attach certified copies of certificates/qualifications.</p>		
RELEVANT EXPERIENCE	20	
<p>Managing, coordinating Architectural projects and Professionals and Architectural skills. Relevant experience and competence in a number of similar projects previously managed (minimum of 3 projects)</p> <p>Below 3 projects = 0 3 – 5 Projects = 10 6 – 8 Projects = 15 9 Projects and above 20</p> <p>Bidders must attach a CV indicating experience with contactable references and the role in their projects.</p> <p>(The Leader in Architectural Projects of similar nature/ scope of the project must list all current and previous projects undertaken on Annexure B)</p>		

Qualified Architect	20	
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Qualifications and Registration (Pre-requisite)	5	
Qualified Architect (Minimum BSc Degree/BTech. in Architectural studies. Current registration with Professional Body (SACAP). Bidders must attach certified copies of certificates/ qualifications.		
RELEVANT EXPERIENCE	15	
Relevant experience in similar projects previously managed (minimum of 3 projects) Below 3 projects = 0 3 - 5 projects = 5 6 - 8 projects = 10 9 projects and above = 15 (Attach a CV indicating relevant (similar) experience and competence in Architectural projects of similar nature/Project Scope)		
TOTAL POINTS	100	

NB: Bidders who fail to provide supporting and relevant information in under the pre-requisite requirement will be automatically disqualified from further evaluation.

FUNCTIONALITY EVALUATION CRITERIA	SCORES	TOTAL POINTS
AREA 8: COMPANY EXPERIENCE (CIVIL ENGINEERING)	50	
Company's experience in terms of the number of projects	50	
<p>Bidder must demonstrate experience in executing projects of this nature. Bidder must have successfully done a minimum of 3 projects</p> <p>Below 3 = 0 3 - 5 Projects = 30 6 - 8 Projects = 40 9 Projects and above = 50</p> <p>(Please list all relevant projects as per Annexure A and attach Appointment Letters and associated Reference Letters)</p>		
PERSONNEL EXPERTISE	50	
Qualified Professional Civil Engineer Lead/Project Manager	30	
Qualifications and Professional Registration (Pre-requisite)	10	
<p>Qualified Civil Engineer (Minimum BSc Degree/BTech in Civil Engineering. Current registration with Professional Body (ECSA) and Certificate in Project Management.</p> <p>Bidders must attach certified copies of certificates/qualifications.</p>		
RELEVANT EXPERIENCE	20	
<p>Managing, coordinating Civil Engineering projects and Professionals and Project Management skills.</p> <p>Relevant experience and competence in a number of similar projects previously managed (minimum of 3 projects)</p> <p>Below 3 projects = 0 3 – 5 Projects = 10 6 – 8 Projects = 15 9 Projects and above 20</p> <p>Bidders must attach a CV indicating experience with contactable references and the role in their projects.</p> <p>(The Leader in Civil Engineering Projects of similar nature/ scope of the project must list all current and previous projects undertaken on Annexure B)</p>		

Qualified Civil Engineer	20	
Qualifications and Registration (Pre-requisite)	5	
Qualified Civil Engineer (Minimum BSc Degree/BTech. Civil Engineering. Current registration with Professional Body (ECSA). Bidders must attach certified copies of SAQA-accredited certificates/qualifications.		
RELEVANT EXPERIENCE	15	
Relevant experience in similar projects previously managed (minimum of 3 projects) Below 3 projects = 0 3 - 5 projects = 5 6 - 8 projects = 10 9 projects and above = 15 (Attach a CV indicating relevant (similar) experience and competence in Civil Engineering projects of similar nature/Project Scope)		
TOTAL POINTS	100	

NB: Bidders who fail to provide supporting and relevant information in under the pre-requisite requirement will be automatically disqualified from further evaluation.

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**
July 2010



**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
JULY 2010**

NATIONAL TREASURY: Republic of South Africa

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 3**

General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL
TREASURY: Republic of South Africa 4**

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the Factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labor, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the Supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL
TREASURY: Republic of South Africa 5**

- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL
TREASURY: Republic of South Africa 8**

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent Instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the Contract.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely Convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL
TREASURY: Republic of South Africa 9**

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL
TREASURY: Republic of South Africa**

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the Purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL
TREASURY: Republic of South Africa 14**

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.